

---

---

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

---

**FORM 6-K**

---

**Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
of the Securities Exchange Act of 1934**

For the month of March, 2019

Commission File Number 001-36671

---

**Atento S.A.**

(Translation of Registrant's name into English)

---

4 rue Lou Hemmer, L-1748 Luxembourg Findel  
Grand Duchy of Luxembourg  
(Address of principal executive office)

---

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F:       Form 40-F:

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Yes:       No:

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Yes:       No:

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

---

---

---

**Private Placement of US\$100 Million Additional Notes of 6.125% Senior Secured Notes due 2022.***Entry into Purchase Agreement*

On March 26, 2019, Atento Luxco 1 S.A. (“Atento Luxco 1” or the “Issuer”), a wholly owned subsidiary of Atento S.A. (the “Registrant” or “Atento”), entered into a Purchase Agreement (the “Purchase Agreement”), with Goldman Sachs & Co. LLC, Itau BBA USA Securities, Inc., Morgan Stanley & Co. LLC, and Santander Investment Securities Inc., as representatives of the several initial purchasers named therein, for the issuance and sale by the Issuer of an additional US\$100 million aggregate principal amount of its 6.125% Senior Secured Notes due 2022 (the “Additional Notes”) in a private placement transaction (the “Private Placement”). The Additional Notes are being offered as additional notes under the indenture, dated as of August 10, 2017, pursuant to which the Issuer previously issued \$400 million aggregate principal amount of its 6.125% Senior Secured Notes due 2022 (the “Existing Notes”). The Additional Notes and the Existing Notes will be treated as the same series for all purposes under the indenture and collateral agreements, each as amended and supplemented, that govern the Existing Notes and will govern the Additional Notes. The Additional Notes will be guaranteed on a senior secured basis by certain of Atento’s wholly owned subsidiaries (the “Guarantors”), and the Notes and the guarantees will be secured, subject to permitted liens and other limitations, by a first-priority lien on the capital stock of the Issuer, each of the Guarantors and Atento Argentina S.A. Atento S.A. and Atalaya Luxco Midco S.à r.l. will guarantee the Notes but will not be considered guarantors for any purposes under the indenture that will govern the Notes and therefore will not be subject to the covenants in the indenture otherwise applicable to guarantors. The Notes were priced at 99.251% of their principal amount and will mature on August 10, 2022.

The offering is expected to close on April 4, 2019, subject to customary closing conditions. The Issuer intends to use the net proceeds from the offering of the Additional Notes to repay all of its outstanding Brazilian debentures and a part of its outstanding BNDES credit facilities, as well as to pay for related fees and expenses and for general corporate purposes.

The description of the Purchase Agreement is qualified in its entirety by the terms of such agreement, which is incorporated herein by reference and attached to this report as Exhibit 1.1.

*Press Release*

On March 26, 2019, Atento issued a press release announcing the pricing of the Private Placement, the text of which is set forth as Exhibit 99.1.

**Exhibits.**

See the Exhibit Index hereto.

---

**SIGNATURES**

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

ATENTO S.A. (Registrant)

By: /s/ Mauricio Montilha

Name: Mauricio Montilha

Title: Chief Financial Officer

Date: March 28, 2019

---

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
Exhibit 1.1	Purchase Agreement, dated as of March 26, 2019, among Atento Luxco 1 S.A., the guarantors party thereto and Goldman Sachs & Co. LLC, Itau BBA USA Securities, Inc., Morgan Stanley & Co. LLC, and Santander Investment Securities Inc., as representatives of the several other initial purchasers named therein.
Exhibit 99.1	Press Release, dated March 26, 2019.

## Atento Luxco 1 S.A.

## Further Issuance of 6.125% Senior Secured Notes due 2022

Purchase Agreement

March 26, 2019

Goldman Sachs & Co. LLC,  
Itau BBA USA Securities, Inc.,  
Morgan Stanley & Co. LLC,  
Santander Investment Securities Inc.

As representatives of the several Purchasers  
named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC  
200 West Street,  
New York, New York 10282-2198

c/o Itau BBA USA Securities, Inc.  
540 Madison Avenue – 24th Floor  
New York, New York 10022

c/o Morgan Stanley & Co. LLC  
1585 Broadway New York,  
New York 10036

c/o Santander Investment Securities Inc.  
45 E 53rd Street  
New York, New York 10022

Ladies and Gentlemen:

Atento Luxco 1 S.A., a *société anonyme* organized under the laws of the Grand Duchy of Luxembourg registered with the Luxembourg Trade and Companies Register under number B 170329, having its registered office at 4 rue Lou Hemmer, L-1748 Luxembourg-Findel (the “Company”), proposes, subject to the terms and conditions stated in this agreement (the “Agreement”), to issue and sell to the Purchasers named in Schedule I hereto (the “Purchasers”) an additional U.S.\$100,000,000 principal amount of 6.125% Senior Secured Notes due 2022 of the Company (the “Securities”), which are guaranteed on a senior basis (the “Guarantees”) by the guarantors set forth on Schedule IV hereto (the “Guarantors”). The Securities will be additional securities issued pursuant to the indenture, dated as of August 10, 2017, as amended and supplemented by the first supplemental indenture dated as of September 5, 2017, the “Indenture”), by and among the Company, the Guarantors, Wilmington Trust, National Association, as trustee (the “Trustee”) and Wilmington Trust (London) Ltd, as collateral agent (the “Collateral Agent”), and an officers’ certificate to be dated April 4, 2019 (the “Additional Securities Officer’s Certificate”).

The Securities will be additional securities issued pursuant to the Indenture, pursuant to which the Company initially issued and sold U.S.\$400,000,000 aggregate amount of 6.125% Senior Secured Notes due 2022 (the “Existing Securities”), and to the Additional Securities Officer’s Certificate. The Securities will have identical terms and conditions as the Existing Securities, other than the issue date and issue price, and will be consolidated and form a single series with, and vote together as a single class with, the Existing Securities. The Securities and the Existing Securities will share the same ISIN and CUSIP numbers and be fungible, except that the Securities offered and sold in offshore transactions under Regulation S shall be issued and maintained under temporary ISIN and CUSIP numbers during a 40-day distribution compliance period commencing on the Time of Delivery (as defined herein).

The Company intends to use the proceeds of the offering of the Securities to repay all of the aggregate principal amounts outstanding of existing debentures due 2023 of Atento Brasil S.A. (the “Brazilian Guarantor”), and a part of the outstanding amount of the BNDES Credit Facilities, as well as to pay for related fees and expenses and for general corporate purposes (the “Use of Proceeds”). On August 10, 2017, the Company entered into a Super Senior Revolving Credit Facility by and among the Company and BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer as administrative agent for the MXN/USD tranche, Banco Bilbao Vizcaya Argentaria S.A. as administrative agent for the Euro tranche, and BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, Goldman Sachs Bank USA and Morgan Stanley Senior Funding, Inc. as arrangers and lenders (the “Super Senior Revolving Credit Agreement”).

The Guarantees are secured, on a first priority lien basis, by security interests in (i) the shares or other equity interests of capital stock of each of the Guarantors and Atento Argentina S.A. and the shares of capital stock of the Company held by Atalaya Luxco Midco S.à r.l. (“MidCo”) and (ii) certain bank accounts in Mexico and Spain (collectively, the “Collateral”) which also secure the Super Senior Revolving Credit Agreement on a super senior basis in the manner set forth in the Pricing Circular and the Offering Circular (each defined herein), which are pledged by MidCo and the Company and the subsidiaries of the Company that own such capital stock and bank accounts, as applicable, pursuant to pledge agreements, as amended from time to time (each a “Pledge Agreement”), between the Company, such subsidiaries of the Company and the Collateral Agent. The rights of the holders of the Securities with respect to the Collateral are further governed by the intercreditor agreement, dated as of August 10, 2017, by and among (among others from time to time) the Company, the Collateral Agent, the agents for the lenders under the Super Senior Revolving Credit Agreement and the counterparty to certain hedging obligations related to the Securities (the “Intercreditor Agreement”).

1. The Company and the Guarantors represent and warrant to and agree with each of the Purchasers, jointly and severally, that:
  - (a) A preliminary offering circular, dated March 26, 2019 (the “Preliminary Offering Circular”) and an offering circular, dated March 26, 2019 (the “Offering Circular”), have been prepared in connection with the offering of the Securities and the Guarantees. The Preliminary Offering Circular, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(b)), is hereinafter referred to as the “Pricing Circular.” The Preliminary Offering Circular or the Offering Circular and any amendments or supplements thereto did not and will not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by a Purchaser through the Representatives expressly for use therein, it being understood and agreed that the only such information consists of the information described as such in Section 9(b) herein;

- 
- (b) For the purposes of this Agreement, the “Applicable Time” is 2.45 p.m. (Eastern time) on March 26, 2019; the Pricing Circular as supplemented by the information set forth in Schedule III hereto, taken together (collectively, the “Pricing Disclosure Package”) as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Company Supplemental Disclosure Document (as defined in Section 6(a)(ii)) listed on Schedule II(a) hereto does not conflict with the information contained in the Pricing Circular or the Offering Circular and each such Company Supplemental Disclosure Document, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to statements or omissions made in the Pricing Disclosure Package or a Company Supplemental Disclosure Document in reliance upon and in conformity with information furnished in writing to the Company by a Purchaser through the Representatives expressly for use therein, it being understood and agreed that the only such information consists of the information described as such in Section 9(b) herein;
- (c) The documents incorporated by reference in each of the Pricing Circular and the Offering Circular, when they became effective or were filed with the Securities and Exchange Commission (the “Commission”), as the case may be, conformed in all material respects to the requirements of the Securities Act of 1933, as amended (the “Act”) or the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as applicable, and the rules and regulations of the Commission thereunder, as applicable to foreign private issuers, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information, if any, consists of the information described as such in Section 9(b) herein; and no such documents were filed with the Commission since the Commission’s close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule II(c) hereto;
- (d) None of the Company or any of its subsidiaries has sustained since the date of the latest audited financial statements incorporated by reference in the Pricing Circular any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Circular or would not reasonably be expected to have a Material Adverse Change (as defined below); and, since the respective dates as of which information is given in the Pricing Circular, there has not been any material change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, in or affecting the general affairs, management, financial position, stockholders’ equity or results of operations of the Company and its subsidiaries (any such change is called a “Material Adverse Change”), otherwise than as set forth or contemplated in the Pricing Circular;
- (e) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Circular or such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

- 
- (f) Each of the Company and its subsidiaries has been duly organized and is validly existing in good standing (where applicable) under the laws of its respective jurisdiction of organization, with power and authority (corporate or otherwise) to own or lease its properties, as the case may be, and conduct its business as described in the Pricing Circular, and has been duly qualified as a foreign entity for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;
- (g) As of December 31, 2018, on a consolidated basis, the Company had an authorized capitalization as set forth in the Pricing Circular (other than for subsequent issuances of capital stock, if any, pursuant to employee benefit plans described in the Pricing Circular or upon exercise of outstanding options described in the Pricing Circular), and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable; and, except as otherwise set forth in the Pricing Disclosure Package and Offering Circular, all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances or claims;
- (h) At the Time of Delivery, the Securities will have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered pursuant to each of the Indenture and the Additional Securities Officer's Certificate, will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, under which they are to be issued, which will be substantially in the form previously delivered to you, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles. At the Time of Delivery, the Guarantees of the Securities will have been duly authorized by the Guarantors and, when duly executed, authenticated, issued and delivered pursuant to the Indenture and the Additional Securities Officer's Certificate, will constitute valid and legally binding obligations of the Guarantors entitled to the benefits provided by the Indenture, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles. The Indenture has been duly authorized, executed and delivered by the Company and the Guarantors and constitutes a valid and legally binding instrument, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles. At the Time of Delivery, the Additional Securities Officer's Certificate will have been duly authorized, when executed and delivered by the Company, will constitute a valid and legally binding instrument, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Securities, the Guarantees, the Indenture, the Additional Securities Officer's Certificate and the Pledge Agreements will conform in all material respects to the respective descriptions thereof in the Pricing Disclosure Package and the Offering Circular;

- 
- (i) Assuming due authorization, execution and delivery, the Intercreditor Agreement constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms;
  - (j) Assuming due authorization, execution and delivery by the Collateral Agent, the Pledge Agreements constitute valid and legally binding instruments of the Company and its subsidiaries party thereto, enforceable in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles;
  - (k) Each Pledge Agreement will be effective to grant a legal, valid and enforceable security interest in all of the grantor's right, title and interest in the Collateral prior to the Time of Delivery;
  - (l) Prior to the date hereof, neither the Company nor any of the Guarantors has taken any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company in connection with the offering of the Securities;
  - (m) The issue and sale of the Securities (including the Guarantees) and the compliance by each of the Company and the Guarantors with all of the provisions of the Securities (including the Guarantees), the Indenture, the Additional Securities Officer's Certificate, the Pledge Agreements and this Agreement and the consummation of the transactions herein and therein contemplated, including the pledge of the Collateral, will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which any of the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result in any violation of (B) the provisions of the Articles of Association of the Company or (C) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; except such in the case of (A) and (C), conflicts, breaches, violations, liens, charges or encumbrances that would not reasonably be expected to result in a Material Adverse Change; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities (including the Guarantees) or the consummation by the Company and the Guarantors of the transactions contemplated by this Agreement or the Indenture, except (i) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Purchasers, (ii) such as will have been obtained on or prior to the Time of Delivery and (iii) where the failure to obtain such consent, approval, authorization, registration or qualification would not reasonably be expected to result in a Material Adverse Change or could be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby;
  - (n) Neither the Company nor any of its subsidiaries is in violation of (i) its Certificate of Incorporation or By-laws, or similar organizational documents, or (ii) in default in the performance or observance of any material obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except in the case of (ii) violations or defaults that would not reasonably be expected to result in a Material Adverse Change;

- 
- (o) The statements set forth in the Pricing Circular and the Offering Circular under the caption “Description of Notes,” insofar as they purport to constitute a summary of the terms of the Securities (including the Guarantees), and under the captions “Certain United States Federal Income Tax Consequences” and “Certain Luxembourg Tax Considerations,” insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair;
  - (p) Other than as set forth in the Pricing Circular or the Offering Circular, there are no legal or governmental proceedings pending to which any of the Company or any of its subsidiaries is a party or of which any of their property is the subject which, if determined adversely to the Company or any of its subsidiaries, would, individually or in the aggregate, be reasonably expected to have a material adverse effect on the financial position, stockholders’ equity or results of operations of the Company and its subsidiaries; and, to the knowledge of the Company, no such proceedings are threatened by governmental authorities;
  - (q) When the Securities are issued and delivered pursuant to this Agreement, the Securities will not be of the same class (within the meaning of Rule 144A under the Act) as securities which are listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system;
  - (r) Neither the Company nor any Guarantor is, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Pricing Disclosure Package and Offering Circular, none of them will be, an “investment company,” as such term is defined in the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”);
  - (s) Neither the Company nor any person acting on its or their behalf (other than the Purchasers, as to whom the Company and Guarantors make no representation) has offered or sold the Securities by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the Act or, with respect to Securities sold outside the United States to non-U.S. persons (as defined in Rule 902 under the Act), by means of any directed selling efforts within the meaning of Rule 902 under the Securities Act and the Company, any affiliate of the Company and any person acting on its or their behalf (other than the Purchasers, as to whom the Company makes no representation) has complied with and will implement the “offering restriction” within the meaning of such Rule 902;
  - (t) Within the preceding six months neither the Company nor any other person acting on behalf of the Company has offered or sold to any person any Securities, or any securities of the same or a similar class as the Securities, other than Securities offered or sold to the Purchasers hereunder. The Company will take reasonable precautions designed to ensure that any offer or sale, direct or indirect, in the United States or to any U.S. person (as defined in Rule 902 under the Act) of any Securities or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Securities has been completed (as notified to the Company by the Representatives), is made under restrictions and other circumstances reasonably designed not to affect the status of the offer and sale of the Securities in the United States and to U.S. persons contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act;

- 
- (u) The Company and its subsidiaries maintain systems of internal accounting controls sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“IFRS”) and the applicable accounting standards of their jurisdiction of organization, including internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. There are no material weaknesses or significant deficiencies in the Company’s internal controls;
  - (v) Since the date of the latest audited financial statements incorporated by reference in the Pricing Circular, there has been no change in the Company’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting;
  - (w) Ernst & Young Auditores Independientes S.S., which has audited certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm with respect to the Company as required by the Public Company Accounting Oversight Board (United States);
  - (x) The consolidated historical financial statements of the Company and its subsidiaries and the related notes thereto incorporated by reference in each of the Pricing Circular and the Offering Circular present fairly in all material respects the financial position of the Company and its subsidiaries as of the dates indicated, the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with IFRS applied on a consistent basis throughout the periods covered thereby (except as otherwise noted therein); and the other financial information incorporated by reference in each of the Pricing Circular and the Offering Circular, including the consolidated financial information of the Restricted Group (as such term is defined in the Pricing Circular and the Offering Circular), has been derived from the accounting records of the Company and its subsidiaries and presents fairly in all material respects the information shown thereby;
  - (y) (i) The Company and its subsidiaries own or have the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other worldwide intellectual property, industrial property and proprietary rights (collectively, “Intellectual Property”) used in the conduct of their respective businesses; and the expected expiration of any of such Intellectual Property would not result in a Material Adverse Change; (ii) the Company and its subsidiaries have not received any written notice of any claim relating to Intellectual Property, which infringement or conflict, if the subject of an unfavorable decision, would result in a Material Adverse Change; and (iii) to the knowledge of the Company, the Intellectual Property of the Company and its subsidiaries is not being infringed, misappropriated or otherwise violated by any person;
  - (z) The Company and its subsidiaries have filed all necessary federal, state and foreign tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except (i) for any payments as may be contested in good faith and by appropriate proceedings and for which the Company has established adequate reserves in accordance with IFRS or (ii) where the failure to make such filings or payment would not, individually or in the aggregate, result in a Material Adverse Change;

- 
- (aa) The Company and its subsidiaries possess all licenses, sub-licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Pricing Circular and the Offering Circular, except where the failure to possess or make the same would not, individually or in the aggregate, result in a Material Adverse Change; and except as described in each of the Pricing Circular and the Offering Circular, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, sub-license, certificate, permit or authorization, which, individually or in the aggregate, if the subject of an unfavorable decision or modification, would result in a Material Adverse Change;
- (bb) Except as disclosed in the Pricing Circular and the Offering Circular, no labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the best knowledge of the Company and each of the Guarantors, is contemplated or threatened, except as would not result in a Material Adverse Change. Neither the Company nor any of its subsidiaries has received any notice of cancellation or termination with respect to any collective bargaining agreement to which it is a party;
- (cc) (i) The Company and its subsidiaries (x) are, in compliance with any and all applicable federal, state and foreign laws, rules, regulations, requirements, decisions and orders relating to the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"), (y) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses, and (z) have not received notice of any actual or potential liability under or relating to any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice, and (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiaries, except in the case of each of (i) and (ii) above, for any such failure to comply, or failure to receive required permits, licenses or approvals, or cost or liability, as would not, individually or in the aggregate, result in a Material Adverse Change; and (iii) except as described in each of the Pricing Circular and the Offering Circular, (x) there are no proceedings that are pending, or that are known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of U.S.\$100,000 or more will be imposed, (y) the Company and its subsidiaries are not aware of any issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries, and (z) none of the Company and its subsidiaries anticipates material capital expenditures relating to any Environmental Laws;

- 
- (dd) The Company and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are adequate to protect the Company and its subsidiaries and their respective businesses, except where the failure to maintain such insurance would not result in a Material Adverse Change; and neither the Company nor any of its subsidiaries has (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not result in a Material Adverse Change, except as set forth in or contemplated in the Pricing Circular and the Offering Circular;
- (ee) On and immediately after the Time of Delivery, the Company and each Guarantor (after giving effect to the issuance and sale of the Securities, the issuance of the Guarantees and the other transactions related thereto as described in each of the Pricing Circular and the Offering Circular) will be Solvent. As used in this paragraph, the term “Solvent” means, with respect to a particular date and entity, that on such date (i) the fair value (and present fair saleable value) of the assets of such entity is not less than the total amount required to pay the probable liability of such entity on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; (ii) such entity is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business; (iii) assuming consummation of the issuance and sale of the Securities and the issuance of the Guarantees as contemplated by this Agreement, the Pricing Circular and the Offering Circular, such entity does not have, intend to incur or believe that it will incur debts or liabilities beyond its ability to pay as such debts and liabilities mature; and (iv) such entity is not engaged in any business or transaction, and does not propose to engage in any business or transaction, for which its property would constitute unreasonably small capital;
- (ff) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of the Company’s subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or the Guarantors, threatened;
- (gg) None of the Company, any Guarantor, any of their subsidiaries, nor any director, officer or employee thereof, nor to the knowledge of the Company or any Guarantor, any agent or affiliate of the Company, any Guarantor or any of their subsidiaries is currently the subject of any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”), the United Nations Security Council (“UNSC”), the European Union (“EU”) or Her Majesty’s Treasury (“HMT”) (collectively, “Sanctions”), or located, organized or resident in a country or a territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria), and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions or (ii) in any

---

other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions, and for the past three years, the Company and its subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;

- (hh) None of the Company, any Guarantor, any of their respective subsidiaries or, to the knowledge of the Company or any Guarantor, any director, officer, agent, employee or affiliate of the Company, any Guarantor or any of their respective subsidiaries has (i) used corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; (iv) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom; or (v) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;
- (ii) Assuming the accuracy of the representations and warranties of the Purchasers contained in Section 3 (including Annex I hereto) and their compliance with their agreements set forth therein, it is not necessary, in connection with the issuance and sale of the Securities to the Purchasers and the offer, resale and delivery of the Securities by the Purchasers in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Offering Circular, to register the Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939 (the “Trust Indenture Act”);
- (jj) Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Purchaser for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Securities.
- (kk) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included in or incorporated by reference in any of the Pricing Circular or the Offering Circular has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;
- (ll) Nothing has come to the attention of the Company or any Guarantor that has caused the Company or such Guarantor to believe that the industry statistical and market-related data included in or incorporated by reference in each of the Pricing Circular and the Offering Circular is not based on or derived from sources that are reliable and accurate in all material respects;
- (mm) Other than as described in each of the Pricing Circular and the Offering Circular, there are no stamp or other issuance or transfer taxes or duties required to be paid by or on behalf of the Purchasers in connection with the execution and delivery of this Agreement or the offer or sale of the Securities contemplated by this Agreement;
- (nn) Except as disclosed in each of the Pricing Circular and the Offering Circular, all interest, principal, premium, if any, additional amounts, if any, and other payments under the Indenture, the Securities or the Guarantees, under the current laws and regulations of Luxembourg, Spain, Mexico, Chile, Colombia, Peru, Brazil and Argentina, any political subdivision thereof (each, a “Taxing Jurisdiction”), will not be subject to withholding or deduction on account of tax under the current laws and regulations of the Taxing Jurisdiction;

- 
- (oo) None of the Company or any of the Guarantors, and none of their respective properties or assets, has any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, executing or otherwise) under the laws of any jurisdiction in which it has been incorporated or in which any of its property or assets are held;
  - (pp) Each of the Company and the Guarantors has the power to submit, and pursuant to this Agreement, the Indenture and each other document to which it is a party governed by New York law has submitted, or, at the Time of Delivery, will have submitted, legally, validly, effectively and irrevocably, to the jurisdiction of any U.S. Federal or New York State court in the Borough of Manhattan in the City of New York, New York; and each of the Company and the Guarantors has the power to designate, appoint and empower, and pursuant to this Agreement, the Indenture and each other document governed by New York law has, or, at the Time of Delivery, will have, designated, appointed and empowered, validly, effectively and irrevocably, an agent for service of process in any suit or proceeding based on or arising under this Agreement, the Indenture and each such document in any U.S. Federal or New York State court in the Borough of Manhattan in the City of New York, as provided herein and therein; and
  - (qq) Except as disclosed in each of the Pricing Circular and the Offering Circular, no exchange control authorization or any other authorization, approval, consent or license of any governmental or regulatory authority or court in Luxembourg, Spain, Mexico, Chile, Colombia, Peru, Brazil and Argentina, or any political subdivision thereof is required for the payment of any amounts payable under this Agreement, the Indenture, the Securities, the Guarantees, the Intercreditor Agreement or the Pledge Agreements and may be paid according to foreign exchange regulation.
2. Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Purchasers, and each of the Purchasers agrees, severally and not jointly, to purchase from the Company, at a purchase price of 98.001% of the principal amount thereof, plus accrued interest for the period from, and including, February 10, 2019 to, but excluding, the Time of Delivery, the principal amount of Securities set forth opposite the name of such Purchaser in Schedule I hereto.
  3. Upon the authorization by you of the release of the Securities, the several Purchasers propose to offer the Securities for sale upon the terms and conditions set forth in this Agreement and the Offering Circular and each Purchaser hereby represents and warrants to, and agrees with the Company that:
    - (a) It will offer and sell the Securities only to: (i) persons who it reasonably believes are “qualified institutional buyers” (“QIBs”) within the meaning of Rule 144A under the Act in transactions meeting the requirements of Rule 144A, or, (ii) upon the terms and conditions set forth in Annex I to this Agreement;
    - (b) It is an Institutional Accredited Investor; and
    - (c) It will not offer or sell the Securities by any form of general solicitation or general advertising, including but not limited to the methods described in Rule 502(c) under the Act.
  4. (a) The Securities to be purchased by each Purchaser hereunder will be represented by one or more definitive global Securities in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company (“DTC”) or its designated custodian. The Company will deliver the Securities to Goldman Sachs & Co. LLC, for the account of each Purchaser, against payment by or on behalf of such Purchaser of the purchase price therefor by wire transfer in Federal (same day) funds to the account or accounts specified by the Company,

---

by causing DTC to credit the Securities to the account of Goldman Sachs & Co. LLC at DTC. The Company will cause the certificates representing the Securities to be made available to Goldman Sachs & Co. LLC for checking at least twenty-four hours prior to the Time of Delivery at the office of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York, 10017 (the "Closing Location"). The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on April 4, 2019 or such other time and date as Goldman Sachs & Co. LLC and the Company may agree upon in writing. Such time and date are herein called the "Time of Delivery."

- (b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross-receipt for the Securities and any additional documents reasonably requested by the Purchasers pursuant to Section 8(m) hereof, will be delivered at such time and date at the Closing Location, and the Securities will be delivered at DTC or its designated custodian, all at the Time of Delivery.
5. The Company and the Guarantors covenant and agree, jointly and severally, with each of the Purchasers:
- (a) To prepare the Offering Circular in a form approved by you; to make no amendment or any supplement to the Offering Circular which shall be disapproved by you promptly after reasonable notice thereof; and to furnish you with copies thereof;
  - (b) Promptly from time to time to take such action as you may reasonably request to qualify the Securities (including the Guarantees) for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the initial distribution of the Securities, provided that in connection therewith neither the Company nor the Guarantors shall be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;
  - (c) To furnish the Purchasers with written and electronic copies thereof in such quantities as you may from time to time reasonably request, and if, at any time prior to the completion of the placement of the Securities by the Purchasers, any event shall have occurred as a result of which either of the Pricing Circular or Offering Circular as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Pricing Circular or Offering Circular is delivered, not misleading, or, if for any other reason it shall be necessary or desirable during such same period to amend or supplement the Pricing Circular or Offering Circular, to notify you and upon your request to prepare and furnish without charge to each Purchaser and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Pricing Circular or Offering Circular or a supplement to the Pricing Circular or Offering Circular which will correct such statement or omission or effect such compliance;
  - (d) During the period beginning from the date hereof and continuing until the date 60 days after the Time of Delivery, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Securities and Exchange Commission (the "Commission") a registration statement under the Act relating to any securities of the Company that are substantially similar to the Securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing without your prior written consent;

- 
- (e) Not to be or become, at any time prior to the expiration of two years after the Time of Delivery, an open-end investment company, unit investment trust, closed-end investment company or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act;
  - (f) For so long as any of the Securities are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, at any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act, for the benefit of holders from time to time of the Securities, to furnish at the Company’s expense, upon request, to holders of the Securities and prospective purchasers of securities information satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Act;
  - (g) During the period of one year after the Time of Delivery, the Company will not, and will not permit any of its “affiliates” (as defined in Rule 144 under the Act) to, resell any of the Securities which constitute “restricted securities” under Rule 144 that have been reacquired by any of them, except for securities resold in a transaction registered under the Securities Act or otherwise exempt from the registration requirements thereof;
  - (h) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement in the manner specified in the Pricing Circular and Offering Circular under the caption “Use of Proceeds”;
  - (i) The Company will use its commercially reasonable efforts to cause the Securities to be listed on the International Stock Exchange (the “TISE”) and to admit the Securities for trading on the exchange market thereof; and
  - (j) The Company and the Guarantors will, and will cause each of their respective subsidiaries, to grant a first priority security interest in the Collateral to the Trustee, for the benefit of the holders of the Securities, at the Time of Delivery.

6.

- (a) (i) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Securities that, if the offering of the Securities contemplated by this Agreement were conducted as a public offering pursuant to a registration statement filed under the Act with the Commission, would constitute an “issuer free writing prospectus,” as defined in Rule 433 under the Act (any such offer is hereinafter referred to as a “Company Supplemental Disclosure Document”);  
  
(ii) each Purchaser represents and agrees that, without the prior consent of the Company and the Representatives, other than one or more term sheets relating to the Securities containing customary information and conveyed to purchasers of securities, it has not made and will not make any offer relating to the Securities that, if the offering of the Securities contemplated by this Agreement were conducted as a public offering pursuant to a registration statement filed under the Act with the Commission, would constitute a “free writing prospectus,” as defined in Rule 405 under the Act (any such offer (other than any such term sheets), is hereinafter referred to as a “Purchaser Supplemental Disclosure Document”); and  
  
(iii) any Company Supplemental Disclosure Document or Purchaser Supplemental Disclosure Document the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) hereto.

- 
7. The Company covenants and agrees with the several Purchasers that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel (including foreign counsel) and accountants in connection with the issue of the Securities and all other expenses in connection with the preparation, printing, reproduction and filing of the Preliminary Offering Circular and the Offering Circular and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Purchasers and dealers; (ii) the cost of printing or producing any agreement among Purchasers, this Agreement, the Indenture, the Intercreditor Agreement, the Pledge Agreements, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Purchasers in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) the cost of preparing the Securities; (vi) the fees and expenses of the Trustee and the Collateral Agent and any agent of the Trustee or the Collateral Agent and the fees and disbursements of counsel for the Trustee and the Collateral Agent in connection with the Indenture, the Securities, the Intercreditor Agreement and the Pledge Agreements; (vii) the fees and expenses incurred with respect to creating and perfecting the security interests in the Collateral as contemplated by the Pledge Agreements; (viii) the costs and expenses of listing the Securities on the TISE; (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section (which shall include any expenses of the Purchasers incurred in connection with the roadshow for the offering of the Securities) and (x) the fees, disbursements and expenses of Purchasers' counsel (including foreign counsel) in connection with the issue of the Securities ( *provided* that if the offering of the Securities is consummated, the Company shall not be responsible for any fees, disbursements and expenses under (x) in excess of US\$540,000). It is understood, however, that, except as provided in this Section and Sections 9, 12 and 22 hereof, and without prejudice to the representations and warranties set forth in Section 1 hereof, the Purchasers will pay all of their own costs and expenses, transfer taxes and any tax on net income, profit or gain on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.
8. The obligations of the Purchasers hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Guarantors herein are, at and as of the Time of Delivery, true and correct, the condition that the Company and the Guarantors shall have performed all of their respective obligations hereunder theretofore to be performed, and the following additional conditions:
- (a) Davis Polk & Wardwell LLP, counsel for the Purchasers, shall have furnished to you their opinion and 10b-5 statement, dated the Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;
  - (b) Kirkland & Ellis LLP, counsel for the Company, shall have furnished to you their written opinion and 10b-5 statement, dated the Time of Delivery, in form and substance satisfactory to the Representatives;
  - (c) Arendt & Medernach S.A., counsel for MidCo and the Company in Luxembourg, shall have furnished to you their written opinion, dated the Time of Delivery, in form and substance satisfactory to the Representatives;
  - (d) Each of Cescon, Barrieu, Flesch & Barreto Advogados, counsel for the Brazilian Guarantor in Brazil and Lefosse Advogados, counsel for the Purchasers in Brazil, shall have furnished to you their written opinion and 10b-5 statement, dated the Time of Delivery, in form and substance satisfactory to the Representatives;

- 
- (e) Each of (i) Gonzalez Calvillo, S.C., counsel for the Mexican Guarantors in Mexico, (ii) Uría Menéndez Abogados, S.L.P., counsel for the Spanish Guarantors in Spain, (iii) Brigard & Urrutia, counsel for the Colombian Guarantors in Colombia, (iv) Berninzon & Benavides Abogados, counsel for the Peruvian Guarantors in Peru, (v) Carey y Cia. Ltda., counsel for the Chilean Guarantors in Chile, and (vi) Marval, O'Farrell & Mairal, counsel for Atento Argentina S.A. in Argentina, shall have furnished to you their written opinion, dated the Time of Delivery, in form and substance satisfactory to the Representatives;
- (f) On the date hereof and also at the Time of Delivery, Ernst & Young Auditores Independientes S.S. shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;
- (g) (i) (x) None of the Company or any of its subsidiaries shall have sustained since the date of the latest audited financial statements incorporated by reference in the Pricing Circular any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Circular, and (y) since the respective dates as of which information is given in the Pricing Circular there shall not have been any change in the capital stock or long-term debt of any of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company nor any of its subsidiaries, otherwise than as set forth or contemplated in the Pricing Circular, the effect of which, in any such case described in clause (x) or (y), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in this Agreement and in the Offering Circular; and
- (ii) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Time of Delivery, prevent the issuance or sale of the Securities or the issuance of the Guarantees; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Time of Delivery, prevent the issuance or sale of the Securities or the issuance of the Guarantees.
- (h) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the debt securities of the Company by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the debt securities of the Company;
- (i) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or the over-the-counter market; (ii) a suspension or material limitation in trading in the Company's securities on any exchange or the over-the-counter market; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States, or the

---

declaration by the United States of a national emergency or war or (v) the occurrence of any other hostility, calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in the Offering Circular;

- (j) [Reserved.];
  - (k) The Securities shall have been duly executed and delivered by a duly authorized officer of and duly authenticated by the Trustee;
  - (l) The Securities shall be eligible for clearance and settlement through DTC;
  - (m) The Company and the Guarantors shall have furnished or caused to be furnished to you at the Time of Delivery certificates of officers of the Company and the Guarantors satisfactory to you as to the accuracy of the representations and warranties of the Company and the Guarantors herein at and as of such Time of Delivery, as to the performance by the Company and the Guarantors of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsection (g) of this Section 8 and as to such other matters as you may reasonably request; and
  - (n) You shall have received at the time of execution of this Agreement and at the Time of Delivery a certificate of the Chief Financial Officer of the Company, dated as of such respective date, in form and substance satisfactory to you.
9. (a) The Company and the Guarantors, jointly and severally, will indemnify and hold harmless each Purchaser against any losses, claims, damages or liabilities, joint or several, to which such Purchaser may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Offering Circular, the Pricing Circular, the Offering Circular, or any amendment or supplement thereto, or any Company Supplemental Disclosure Document, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse each Purchaser for any legal or other expenses reasonably incurred by such Purchaser in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that neither the Company nor any of the Guarantors shall be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Offering Circular, the Pricing Circular, the Offering Circular or any such amendment or supplement, or any Company Supplemental Disclosure Document, in reliance upon and in conformity with written information furnished to the Company by any Purchaser through the Representatives expressly for use therein, it being understood and agreed that the only such information consists of the information described as such in subsection (b) below. This indemnity will be in addition to any liability that the Company may otherwise have.
- (b) Each Purchaser will indemnify and hold harmless the Company and the Guarantors against any losses, claims, damages or liabilities to which the Company or the Guarantors may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Offering Circular, the Pricing Circular,

the Offering Circular, or any amendment or supplement thereto, or any Company Supplemental Disclosure Document, or arise out of or are based upon the omission or alleged omission to state therein a material fact or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Offering Circular, the Pricing Circular, the Offering Circular or any such amendment or supplement, or any Company Supplemental Disclosure Document in reliance upon and in conformity with written information furnished to the Company by such Purchaser through the Representatives expressly for use therein; and will reimburse the Company and the Guarantors for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred. For purposes of this Agreement, paragraphs 8 and 10 of the section entitled "Plan of Distribution" in the Offering Circular (or any such amendment or supplement, or any Company Supplemental Disclosure Document) constitute the only written information furnished to the Company by the Purchasers through the Representatives expressly for use in any such documents.

- (c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party (i) will not relieve it from liability under subsection (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in subsection (a) or (b) above. The indemnifying party shall be entitled to appoint counsel (including one local counsel per applicable jurisdiction) of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel, other than local counsel if not appointed by the indemnifying party, retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel (including one local counsel per applicable jurisdiction) to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

- 
- (d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors on the one hand and the Purchasers on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Guarantors on the one hand and the Purchasers on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations.
- The relative benefits received by the Company and the Guarantors on the one hand and the Purchasers on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Purchasers, in each case as set forth in the Offering Circular. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors on the one hand or the Purchasers on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Each of the Company, the Guarantors and the Purchasers agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to investors were offered to investors exceeds the amount of any damages which such Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Purchasers' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.
- (e) The obligations of the Company and the Guarantors under this Section 9 shall be in addition to any liability which the Company and the Guarantors may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Purchaser within the meaning of the Act and any broker dealer affiliate of a Purchaser; and the obligations of the Purchasers under this Section 9 shall be in addition to any liability which the respective Purchasers may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.
10. (a) If any Purchaser shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder, you may in your discretion arrange for you or another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Purchaser you do not arrange for the purchase of such Securities, then the

---

Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Securities on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Securities, or the Company notifies you that it has so arranged for the purchase of such Securities, you or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Offering Circular, or in any other documents or arrangements, and the Company agrees to prepare promptly any amendments to the Offering Circular which in your opinion may thereby be made necessary. The term "Purchaser" as used in this Agreement shall include any person substituted under this Section 10 with like effect as if such person had originally been a party to this Agreement with respect to such Securities.

- (b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Purchaser or Purchasers by you and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one-tenth of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Purchaser to purchase the principal amount of Securities which such Purchaser agreed to purchase hereunder and, in addition, to require each non-defaulting Purchaser to purchase its pro rata share (based on the principal amount of Securities which such Purchaser agreed to purchase hereunder) of the Securities of such defaulting Purchaser or Purchasers for which such arrangements have not been made; but nothing herein shall relieve a defaulting Purchaser from liability for its default.
  - (c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Purchaser or Purchasers by you and the Company as provided in subsection (a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one-tenth of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Purchasers to purchase Securities of a defaulting Purchaser or Purchasers, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Purchaser or the Company, except for the expenses to be borne by the Company and the Purchasers as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Purchaser from liability for its default.
11. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Guarantors and the several Purchasers, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Purchaser or any controlling person of any Purchaser, the Company, or the Guarantors, or any officer or director or controlling person of the Company or the Guarantors, and shall survive delivery of and payment for the Securities.
12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Purchaser except as provided in Sections 7 and 9 hereof; but, if for any other reason, the Securities are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Purchasers through you for all expenses approved in writing by you, including fees and disbursements of counsel (including foreign counsel), reasonably incurred by the Purchasers in making preparations for the purchase, sale and delivery of the Securities, but the Company shall then be under no further liability to any Purchaser except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, you shall act on behalf of each of the Purchasers, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Purchaser made or given by you by the Representatives on behalf of you as the Representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Purchasers shall be delivered or sent by mail or facsimile transmission to you as the representatives in care of: Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282- 2198, Attention: Registration Department; Itau BBA USA Securities, Inc., 540 Madison Avenue – 24th Floor, New York, New York 10022, Attention: Chief Compliance Officer (Steven Hurwitz) (Fax: +1 212-888-8344); Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Investment Banking Division (Fax: +1 212-507-8999); Santander Investment Securities Inc., 45 East 53rd Street, 5th Floor, New York, New York 10022, Attention: Debt Capital Markets (Fax: 212-407-0930); and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the Company at 4 Rue Lou Hemmer, L- 1748 Luxembourg-Findel, Attention: Ms. Marie-Catherine Brunner; provided, however, that any notice to a Purchaser pursuant to Section 9 hereof shall be delivered or sent by mail, telex or facsimile transmission to such Purchaser at its address set forth in its Purchasers' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Company and the Guarantors, which information may include the name and address of their respective clients, as well as other information that will allow the Purchasers to properly identify their respective clients.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Purchasers, the Company, the Guarantors and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company or any Purchaser, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Securities from any Purchaser shall be deemed a successor or assign by reason merely of such purchase.
15. Time shall be of the essence of this Agreement.
16. The Company and the Guarantors acknowledge and agree that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Purchasers, on the other, (ii) in connection therewith and with the process leading to such transaction each Purchaser is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Purchaser has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Purchaser has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Purchaser, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.
17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Guarantors and the Purchasers, or any of them, with respect to the subject matter hereof.

- 
18. **THIS AGREEMENT AND ANY MATTERS RELATED TO THE TRANSACTION CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH PARTY AGREES THAT ANY SUIT OR PROCEEDING ARISING IN RESPECT OF THIS AGREEMENT MAY BE TRIED EXCLUSIVELY IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF THAT COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, IN ANY STATE COURT LOCATED IN THE CITY AND COUNTY OF NEW YORK AND EACH PARTY AGREES TO SUBMIT TO THE JURISDICTION OF, AND TO VENUE IN, SUCH COURTS. THE PARTIES WAIVE ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT OR PROCEEDING IN SUCH COURTS.**
19. The Company, the Guarantors and each of the Purchasers hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.
20. The Company and each of the Guarantors irrevocably appoint Contact US Teleservices Inc., 5959 Northwest Parkway, San Antonio, Texas 78249 as its authorized agent and exclusively in relation to the Brazilian Guarantor and for the purposes of article 653 et seq. of the Brazilian law No. 10,406 of 10 January 2002, as its attorney-in-fact, in the Borough of Manhattan in The City of New York upon which process may be served in any suit or proceeding arising in respect of this Agreement or our engagement, and agrees that service of process upon such authorized agent, and written notice of such service to the Company or any such Guarantor, as the case may be, by the person serving the same to the address provided in this Section 20, shall be deemed in every respect effective service of process upon the Company and such Guarantor in any such suit or proceeding. The Company and each of the Guarantors hereby represent and warrant that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Company and each of the Guarantors further agree to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect for a period of seven years from the date of this Agreement.
21. The Company and each of the Guarantors, jointly and severally, agree to indemnify each Purchaser against any loss incurred by such Purchaser as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "judgment currency") other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the judgment currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such Purchaser is able to purchase U.S. dollars with the amount of the judgment currency actually received by the Purchasers. The foregoing indemnity shall constitute a separate and independent obligation of the Company and each Guarantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.
22. All payments to be made by the Company and the Guarantors under this Agreement shall be made without withholding or deduction for or on account of any present or future taxes, duties or governmental charges whatsoever unless the Company and the Guarantors are compelled by law to deduct or withhold such taxes, duties or charges. In that event, the Company and the Guarantors shall pay such additional amounts as may be necessary in order that the net amounts received after such withholding or deduction shall equal the amounts that would have been received if no withholding or deduction had been made, except to the extent that such taxes, duties or charges (i) were imposed by reason of any present or former connection between a Purchaser and Luxembourg, otherwise than solely from the execution of this Agreement or the receipt of payments hereunder or thereunder; and (ii) would not

---

have been imposed but for the failure of such Purchaser to comply with any certification, identification or other reporting requirements concerning nationality, residence, identity or connection with Luxembourg of such Purchaser if such compliance is required or imposed by law as a precondition to an exemption from, or reduction in, such tax, duty or charge. The Company and the Guarantors further agree to indemnify and hold harmless each Purchaser against any documentary, stamp, financial transaction or similar issuance or recordation tax, including any interest and penalties, on the issue and sale of the Securities and on the execution and delivery of this Agreement.

23. (a) In the event that any Purchaser that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Purchaser of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- (b) In the event that any Purchaser that is a Covered Entity or a BHC Act Affiliate of such Purchaser becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Purchaser are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section a “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

24. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and upon the acceptance hereof by you, on behalf of each of the Purchasers, this letter and such acceptance hereof shall constitute a binding agreement between each of the Purchasers and the Company. It is understood that your acceptance of this letter on behalf of each of the Purchasers is pursuant to the authority set forth in a form of Agreement among Purchasers, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Atento Luxco 1 S.A.

By: /s/ Vishal Jugdeb  
Name: Vishal Jugdeb  
Title: Director

Atento S.A.

By: /s/ Vishal Jugdeb  
Name: Vishal Jugdeb  
Title: Director

Atalaya Luxco Midco S.a r.l.

By: /s/ Vishal Jugdeb  
Name: Vishal Jugdeb  
Title: Director

Atento Brasil S.A.

By: /s/ Dimitrius Oliveira  
Name: Dimitrius Oliveira  
Title: Presidente

By: /s/ Sérgio Passos  
Name: Sérgio Passos  
Title: Vice Presidente de Finanças

Atento México Holdco, S. de R.L. de C.V.

By: /s/ Rodrigo Llaguno  
Name: Rodrigo Llaguno  
Title: Director

*[Purchase Agreement]*

---

Atento Teleservicios España, S.A.U.

By: /s/ Susana Vigaray /s/ Ignacio Garro /s/ José M. Pérez M.  
Name: Susana Vigaray | Ignacio Garro | José M. Pérez M.  
Title: Attorneys

Atento Atención y Servicios, S.A. de C.V.

By: /s/ Rodrigo Llaguno  
Name: Rodrigo Llaguno  
Title: Director

Atento Servicios, S.A. de C.V.

By: /s/ Rodrigo Llaguno  
Name: Rodrigo Llaguno  
Title: Director

Atento Impulsa, S.A.U.

By: /s/ Susana Vigaray /s/ Ignacio Garro /s/ José M. Pérez M.  
Name: Susana Vigaray | Ignacio Garro | José M. Pérez M.  
Title: Attorneys

Atento Servicios Técnicos y Consultoría, S.A.U.

By: /s/ Susana Vigaray /s/ Ignacio Garro /s/ José M. Pérez M.  
Name: Susana Vigaray | Ignacio Garro | José M. Pérez M.  
Title: Attorneys

Atento Servicios Auxiliares de Contact Center S.A.U.

By: /s/ Susana Vigaray /s/ Ignacio Garro /s/ José M. Pérez M.  
Name: Susana Vigaray | Ignacio Garro | José M. Pérez M.  
Title: Attorneys

[ *Purchase Agreement* ]

Atento Colombia S.A.

By: /s/ Óscar Velásquez Velez  
Name: Óscar Velásquez Velez  
Title: Legal Representative

Teleatento del Perú S.A.C.

By: /s/ Normand Roberto Barahona Carbajal  
Name: Normand Roberto Barahona Carbajal  
Title: General Manager



Atento Holding Chile S.A.

By: /s/ Juan Enrique Game Mococain  
Name: Juan Enrique Game Mococain  
Title: Director Regional America del sur

[ *Purchase Agreement* ]

Accepted as of the date first above written:

GOLDMAN SACHS & CO. LLC

By: /s/ Ariel Fox

Name: Ariel Fox

Title: Vice President

STATE OF NEW YORK )

: ss.

COUNTY OF NEW YORK )

On this 19 day of March 2019 before me, a notary public within and for said country, personally appeared Ariel Fox to me personally known who being duly sworn, did say that such person is Vice President and authorized signatory of Goldman Sachs & Co. LLC, which executed the foregoing instrument, and acknowledges said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

By /s/ Carmen B. Cuevas 3/19/19

(Notary Public)

Name: Carmen B. Cuevas

My Commission Expires.  
(SEAL)

**Carmen B. Cuevas**  
**Notary Public, State of New York**  
**NO 01CU6153189**  
**Qualified in New York County**  
**Certificate Filed in New York**  
**Commission Expires September 25, 20** 22

*[Signature Page to the Purchase Agreement]*

Accepted as of the date first above written:

ITAU BBA USA SECURITIES, INC.

By: /s/ John B. Corcoran

Name: John B. Corcoran  
Title: Managing Director

/s/ Steven M. Hurwitz

Steven M. Hurwitz  
Chief Compliance Officer  
Itau BBA USA Securities, Inc.

STATE OF NEW YORK     )  
  : ss.  
COUNTY OF NEW YORK    )

On this 8<sup>th</sup> day of Jan, 2019 before me, a notary public within and for said country, personally appeared John B. Corcoran, Steven M. Hurwitz to me personally known who being duly sworn, did say that such person is MD/CCO and authorized signatory of Itau BBA USA Securities, Inc., which executed the foregoing instrument, and acknowledges said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

By /s/ Marcos A Moncayo  
(Notary Public)  
Name: Marcos A Moncayo

My Commission Expires:  
(SEAL)

**Marcos A Moncayo**  
**Notary Public State of New York**  
**Qualified in Suffolk County**  
**Reg No. 02MO6304497 Exp. 5/27/22**

*[Signature Page to the Purchase Agreement]*

Accepted as of the date first above written:

MORGAN STANLEY & CO. LLC

By: /s/ Charles Moser

\_\_\_\_\_  
Name: Charles Moser

Title: MD

STATE OF NEW YORK     )

: ss.

COUNTY OF NEW YORK    )

On this 19 day of March, 2019 before me, a notary public within and for said country, personally appeared Charles Moser, to me personally known who being duly sworn, did say that such person is MD and authorized signatory of Morgan Stanley & Co. LLC which executed the foregoing instrument, and acknowledges said instrument to be the free act and deed of said limited liability company.

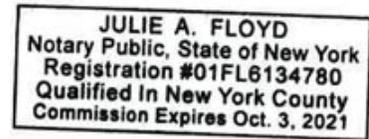
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

By /s/ Julie A. Floyd

\_\_\_\_\_  
(Notary Public)

Name: Julie A. Floyd

My Commission Expires: Oct. 3, 2021  
(SEAL)



*[Signature Page to the Purchase Agreement]*

Accepted as of the date first above written:

SANTANDER INVESTMENT SECURITIES INC.

By: /s/ Richard N. Zobkiw, Jr. \_\_\_\_\_  
Name: Richard N. Zobkiw, Jr.  
Title: Executive Director

By: /s/ Gissel Lopez \_\_\_\_\_  
Name: Gissel Lopez  
Title: Senior Vice President

STATE OF NEW YORK     )  
  : ss.  
COUNTY OF NEW YORK    )

On this 7<sup>th</sup> day of January, 2019 before me, a notary public within and for said country, personally appeared Richard N. Zobkiw, Jr., Gissel Lopez to me personally known who being duly sworn, did say that such person is Executive Director, Senior Vice President and authorized signatory of Santander Investment Securities Inc., which executed the foregoing instrument, and acknowledges said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

By /s/ Victor J. Caputo \_\_\_\_\_  
(Notary Public)  
Name:

My Commission Expires:  
(SEAL)

VICTOR J. CAPUTO  
Notary Public, State of New York  
No. 01CA6113696 *Bronx*  
Qualified in Nassau County  
Commission Expires Sept. 29, 2012  
*2020*

*[Signature Page to the Purchase Agreement]*

SCHEDULE I

<u>Purchaser</u>	<u>Principal Amount of Securities to be Purchased</u>
Goldman Sachs & Co. LLC	U.S. \$ 33,000,000
Itau BBA USA Securities, Inc.	U.S. \$ 25,000,000
Santander Investment Securities Inc.	U.S. \$ 25,000,000
Morgan Stanley & Co. LLC	U.S. \$ 17,000,000
Total	<b>U.S. \$100,000,000</b>

---

**SCHEDULE II**

(a) Approved Supplemental Disclosure Documents: None

---

### SCHEDULE III

- Roadshow presentation distributed as of the Applicable Time.
- Pricing Term Sheet (starts on the following page).

**Atento Luxco 1 S.A.**

**Pricing Term Sheet dated March 26, 2019  
to Preliminary Offering Circular dated March 26, 2019  
Strictly Confidential**

This pricing term sheet is qualified in its entirety by reference to the Preliminary Offering Circular dated March 26, 2019 (the "Preliminary Offering Circular"). The information in this pricing term sheet supplements the Preliminary Offering Circular and updates and supersedes the information in the Preliminary Offering Circular to the extent it is inconsistent with the information in the Preliminary Offering Circular. Terms used and not defined herein have the meanings assigned in the Preliminary Offering Circular.

The notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other jurisdiction. The notes may not be offered or sold in the United States or to U.S. persons (as defined in Regulation S under the Securities Act) except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. Accordingly, the notes are being offered only to (1) "qualified institutional buyers" as defined in Rule 144A under the Securities Act and (2) outside the United States to non-"U.S. persons" in compliance with Regulation S under the Securities Act.

Issuer:	Atento Luxco 1 S.A.
Security description:	6.125% Senior Secured Notes due 2022
Distribution:	144A/Regulation S without registration rights
Size of the reopening:	US\$100,000,000
Gross proceeds:	US\$99,251,000 (excluding accrued interest)
Further Issue:	<p>The new 6.125% Senior Secured Notes due 2022 (the "New Notes") will be issued as additional notes of, and will form a single issue with, the US\$400 million 6.125% Senior Secured Notes due 2022 issued on August 10, 2017 (the "Existing Notes" and together with the New Notes, the "notes"). The total aggregate principal amount of the notes that will be outstanding following this reopening will be US\$500 million.</p> <p>The New Notes offered hereby and the Existing Notes will be fully fungible, will be treated as a single class for all purposes under the Indenture and will be issued under the same CUSIP numbers as the Existing Notes (except that New Notes offered hereby issued pursuant to Regulation S will trade separately under a different CUSIP number until 40 days after the issue date of the New Notes offered hereby, but thereafter, any such holders may transfer their New Notes issued pursuant to Regulation S into the same CUSIP number as the Existing Notes issued pursuant to Regulation S).</p>
Maturity:	August 10, 2022
Coupon:	6.125%
Issue price:	99.251% of face amount, plus accrued interest in the amount of U.S.\$918,750.00 for the period from (and including) February 10, 2019 to (but excluding) April 4, 2019
Yield to maturity:	6.373%

---

Interest payment dates:	February 10, and August 10, commencing August 10, 2019								
Record dates:	January 26 and July 26								
Equity clawback:	Up to 40% at 106.125% prior to August 10, 2019								
Optional redemption:	Make-whole call @ T+50 bps prior to August 10, 2019 then: <table><tr><td>On or after:</td><td>Price:</td></tr><tr><td>2019</td><td>103.063%</td></tr><tr><td>2020</td><td>101.531%</td></tr><tr><td>2021 and thereafter</td><td>100.000%</td></tr></table>	On or after:	Price:	2019	103.063%	2020	101.531%	2021 and thereafter	100.000%
On or after:	Price:								
2019	103.063%								
2020	101.531%								
2021 and thereafter	100.000%								
Tax redemption:	100% of principal plus accrued and unpaid interest								
Change of control:	Putable at 101% of principal plus accrued and unpaid interest								
Use of proceeds:	The Issuer intends to use the proceeds of the New Notes to repay all U.S.\$14.7 million amount outstanding of existing debentures due 2023 of Atento Brasil S.A. as of December 31, 2018 and U.S.\$22.3 million of the outstanding BNDES Credit Facilities as of December 31, 2018, as well as to pay related fees and expenses. The Issuer intends to use the remaining net proceeds for general corporate purposes, which may include the repayment of indebtedness.								
Trade date:	March 26, 2019								
Settlement:	It is expected that delivery of the notes will be made against payment therefor on or about April 4, 2019, which is the seventh business day following the date hereof (such settlement cycle being referred to as "T+7"). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes on the date of pricing or the next four business days will be required, by virtue of the fact that the notes initially will settle in T+7, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes on the date of pricing or the next four business days should consult their own advisors.								
Listing:	An application will be made to list the notes on the official list of the International Stock Exchange and to admit the notes for trading on the official list of that exchange.								
CUSIP:	144A: 04684LAA6 Regulation S (temporary): L0427P AB2 Regulation S: L0427PAA4								
ISIN:	144A: US04684LAA61 Regulation S (temporary): USL0427PAB24 Regulation S: USL0427PAA41								

---

Denominations/Multiple:	\$2,000 x \$1,000
Ratings*:	BB – Stable (Fitch) Ba3 – Stable (Moody’s)
Bookrunners:	Goldman Sachs & Co. LLC Itau BBA USA Securities, Inc. Morgan Stanley & Co. LLC Santander Investment Securities Inc.

---

**This material is confidential and is for your information only and is not intended to be used by anyone other than you. This information does not purport to be a complete description of the notes or the offering. Please refer to the Preliminary Offering Circular for a complete description.**

**This communication is being distributed in the United States solely to “qualified institutional buyers,” as defined in Rule 144A under the Securities Act, and outside the United States solely to non-“U.S. persons,” as defined in Regulation S under the Securities Act.**

**This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.**

---

\* A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

---

**SCHEDULE IV**

<u>Entity</u>	<u>Jurisdiction</u>
Atento S.A.	Luxembourg
Atalaya Luxco Midco S.à r.l.	Luxembourg
Atento México Holdco, S. de R.L. de C.V.	Mexico
Atento Teleservicios España, S.A.U.	Spain
Atento Brasil S.A.	Brazil
Atento Atención y Servicios S.A. de C.V.	Mexico
Atento Servicios, S.A. de C.V.	Mexico
Atento Impulsa, S.A.U.	Spain
Atento Servicios Técnicos y Consultoría, S.A.U.	Spain
Atento Servicios Auxiliares de Contact Center S.A.U.	Spain
Atento Colombia S.A.	Colombia
Teleatento del Perú S.A.C.	Peru
Atento Holding Chile S.A.	Chile



3/26/2019

PRESS RELEASE

**Atento Announces Pricing of \$100 Million of Additional Senior Secured Notes**

**SÃO PAULO, March 26, 2019** /PRNewswire/ – Atento S.A. (“Atento” or the “Company”) (NYSE: ATTO), the largest provider of customer relationship management and business process outsourcing solutions (CRM/BPO) in Latin America and among the top five providers worldwide, today announced that its wholly owned subsidiary, Atento Luxco 1 S.A. (the “Issuer”), has priced a private offering of an additional US\$100 million in aggregate principal amount of its 6.125% Senior Secured Notes due 2022 (the “Additional Notes”). The Additional Notes are being offered as additional notes under the indenture, dated as of August 10, 2017, pursuant to which the Issuer previously issued US\$400 million aggregate principal amount of its 6.125% Senior Secured Notes due 2022 (the “Existing Notes”). The Additional Notes and the Existing Notes will be treated as the same series for all purposes under the indenture and collateral agreements, each as amended and supplemented, that govern the Existing Notes and will govern the Additional Notes. The offering is expected to close on April 4, 2019, subject to customary closing conditions. Atento intends to use the net proceeds from the offering of the Additional Notes to repay all its outstanding Brazilian debentures and a part of its outstanding BNDES credit facilities, as well as to pay for related fees and expenses and for general corporate purposes.

The Additional Notes were priced at 99.251% of their principal amount and will mature on August 10, 2022. The Additional Notes will be guaranteed on a senior secured basis by certain of Atento’s wholly owned subsidiaries. The Existing Notes and the guarantees thereto are, and the Additional Notes and the guarantees thereto will be, secured, subject to permitted liens and other limitations, by a first-priority lien on the capital stock of the Issuer, each of the guarantors and Atento Argentina S.A.

The Additional Notes and related guarantees are being offered only to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Act”), or outside the United States, to persons other than “U.S. persons” in compliance with Regulation S under the Act. The Additional Notes and related guarantees have not been and will not be registered under the Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Act.

This press release is for informational purposes only and is not an offer to buy or the solicitation of an offer to sell any securities. Any offers of the Additional Notes will be made only by means of a private offering circular.

**About Atento**

Atento is the largest provider of customer relationship management and business process outsourcing (CRM BPO) services in Latin America, and among the top five providers worldwide, based on revenues. Atento is also a leading provider of nearshoring CRM/BPO services to companies that carry out their activities in the United States. Since 1999, the company has developed its business model in 13 countries where it employs 150,000 people. Atento has over 400 clients to whom it offers a wide range of CRM/BPO services through multiple channels. Atento’s clients are mostly leading multinational corporations in sectors such as telecommunications, banking and financial services, health, retail and public administrations, among others. Atento’s shares trade under the symbol ATTO on the New York Stock Exchange (NYSE). In 2016, Atento was named one of the World’s 25 Best Multinational Workplaces by Great Place to Work® for a fourth consecutive year.

**Contacts****Investor relations**

Shay Chor  
+55 11 3293 5926  
[shay.chor@atento.com](mailto:shay.chor@atento.com)

Fernando Schneider  
+55 11 3779 8119  
[fernando.schneider@atento.com](mailto:fernando.schneider@atento.com)

**Media relations**

Maite Cordero  
+34 91 740 74 47  
[atento.media@atento.com](mailto:atento.media@atento.com)

**Better Experiences. Higher Value**



### Forward-Looking Statements

This press release contains forward-looking statements. Forward-looking statements can be identified by the use of words such as “may,” “will,” “would,” “should,” “expect,” “intend,” “estimate,” “anticipate,” “project,” “future,” “potential,” “believe,” “seek,” “plan,” “aim,” “objective,” “goal,” “strategy,” “target,” “continue” and similar expressions or their negatives. These statements reflect only Atento’s current expectations and are not guarantees of future performance or results. These statements are subject to risks and uncertainties that could cause actual results to differ materially from those contained in the forward-looking statements. These risks and uncertainties include, but are not limited to, the competitiveness of the CRM BPO market; the loss of one or more of Atento’s major clients, a small number of which account for a significant portion of its revenue, in particular Telefónica S.A.; risks associated with operating in Latin America, where a significant proportion of Atento’s revenue is derived and where a large number of its employees are based; Atento’s clients deciding to enter or further expand their own CRM BPO businesses in the future; any deterioration in global markets and general economic conditions, in particular in Latin America and in the telecommunications and the financial services industries from which Atento derives most of its revenue; increases in employee benefit expenses, changes to labor laws and labor relations; failure to attract and retain enough sufficiently trained employees at Atento’s service delivery centers to support its operations; inability to maintain Atento’s pricing and level of activity and control its costs; consolidation of potential users of CRM BPO services; the reversal of current trends towards CRM BPO solutions; fluctuations of Atento’s operating results from one quarter to the next due to various factors, including seasonality; the significant leverage Atento’s clients have over its business relationships; the departure of key personnel or challenges with respect to labor relations; the long selling and implementation cycle for CRM BPO services; difficulty controlling Atento’s growth and updating its internal operational and financial systems as a result of its increased size; inability to fund Atento’s working capital requirements and new investments; fluctuations in, or devaluation of, the local currencies in the countries in which Atento operates against its reporting currency, the U.S. dollar; current political and economic volatility, particularly in Brazil, Mexico, Argentina and Europe; Atento’s ability to acquire and integrate companies that complement its business; the quality and reliability of the technology provided by Atento’s technology and telecommunications providers, Atento’s reliance on a limited number of suppliers of such technology and the services and products of its clients; Atento’s ability to invest in and implement new technologies; disruptions or interruptions in Atento’s client relationships; actions of the Brazilian, European Union, Spanish, Argentinian, Mexican and other governments and their respective regulatory agencies, including adverse competition law rulings and the introduction of new regulations that could require Atento to make additional expenditures; damage or disruptions to Atento’s key technology systems or the quality and reliability of the technology provided by technology telecommunications providers; an increase in the cost of telecommunications services and other services on which Atento and its industry rely; an actual or perceived failure to comply with data protection regulations, in particular any actual or perceived failure to ensure secure transmission of sensitive or confidential customer data through Atento’s networks and other cybersecurity issues; and the effect of labor disputes on Atento’s business. In addition, Atento is subject to risks related to its level of indebtedness. Such risks include Atento’s ability to generate sufficient cash to service its indebtedness and fund its other liquidity needs; Atento’s ability to comply with covenants contained in its debt instruments; the ability to obtain additional financing; the incurrence of significant additional indebtedness by Atento and its subsidiaries; and the ability of Atento’s lenders to fulfill their lending commitments. Atento is also subject to other risk factors described in documents filed by Atento with the United States Securities and Exchange Commission.

These forward-looking statements speak only as of the date on which the statements were made. Atento undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

**Better Experiences. Higher Value**