

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

TELETECH HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

| | | |
|--|---|--|
| DELAWARE | 7389 | 84-1291044 |
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employee Identification No.) |

1700 LINCOLN STREET, SUITE 1400
DENVER, COLORADO 80203
(303) 894-4000
(Address, including zip code, and telephone number, including
area code, of registrant's executive offices)

KENNETH D. TUCHMAN
CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
TELETECH HOLDINGS, INC.
1700 LINCOLN STREET, SUITE 1400
DENVER, COLORADO 80203
(303) 894-4000
(Name, address, including zip code, and telephone number, including area code,
of agent for service)

WITH COPIES TO:

CHARLES EVANS GERBER, ESQ.
HELEN N. KAMINSKI, ESQ.
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Two North LaSalle Street
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(312) 269-8000

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MARK D. WOOD, ESQ.
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525 West Monroe Street
Chicago, Illinois 60661
(312) 902-5200

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:
AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF THIS REGISTRATION STATEMENT.

If any of the securities being registered on this Form are to be offered on
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, check the following box. / /

If this Form is filed to register additional securities for an offering
pursuant to Rule 462(b) under the Securities Act, please check the following box
and list the Securities Act registration statement number of the earlier
effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c)
under the Securities Act, check the following box and list the Securities Act
registration statement number of the earlier effective registration statement
for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434,
please check the following box. / /

CALCULATION OF REGISTRATION FEE

| TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED | PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1) | AMOUNT OF REGISTRATION FEE |
|---|---|-------------------------------|
| Common Stock, par value \$.01 per share..... | \$35.63 | \$50,865 |

(1) Estimated solely for the purposes of calculating the registration fee in
accordance with Rule 457 (c) for the purpose of computing the amount of the
registration fee based upon the average of the high and low prices of the
Common Stock as reported on the Nasdaq National Market on October 8, 1996.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION ON SUCH DATE AS MAY BE
NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER
AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL
THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES OF
1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS
THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A),

MAY DETERMINE.

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EXPLANATORY NOTE

This Registration Statement contains two forms of prospectuses: one to be used in connection with an offering in the United States and Canada (the "U.S. Prospectus") and one to be used in connection with a concurrent international offering (the "International Prospectus") of the Common Stock, par value \$.01 per share, of TeleTech Holdings, Inc. The form of U.S. Prospectus is included herein and is followed by the outside front cover page to be used in the International Prospectus, which is the only differing page of the International Prospectus. The outside front cover page of the International Prospectus included herein is labeled "Alternative Page for International Prospectus."

PROSPECTUS (SUBJECT TO COMPLETION)
INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A
REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE
SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY
OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES
EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE
SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES
IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR
TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

ISSUED OCTOBER 10, 1996

3,600,000 SHARES

[LOGO]

COMMON STOCK

OF THE 3,600,000 SHARES OF COMMON STOCK BEING OFFERED, 2,880,000 SHARES ARE BEING OFFERED INITIALLY IN THE UNITED STATES AND CANADA BY THE U.S. UNDERWRITERS AND 720,000 SHARES ARE BEING OFFERED INITIALLY OUTSIDE OF THE UNITED STATES AND CANADA BY THE INTERNATIONAL UNDERWRITERS. SEE "UNDERWRITERS." ALL OF THE 2,880,000 SHARES BEING OFFERED BY THE U.S. UNDERWRITERS ARE BEING SOLD BY THE SELLING STOCKHOLDERS NAMED HEREIN. THE COMPANY WILL NOT RECEIVE ANY OF THE PROCEEDS FROM THE SALE OF SHARES BY THE SELLING STOCKHOLDERS. SEE "PRINCIPAL AND SELLING STOCKHOLDERS." THE COMMON STOCK IS TRADED ON THE NASDAQ NATIONAL MARKET UNDER THE SYMBOL "TTEC." ON OCTOBER 9, 1996, THE REPORTED LAST SALE PRICE OF THE COMMON STOCK ON THE NASDAQ NATIONAL MARKET WAS \$32 3/4 PER SHARE. SEE "PRICE RANGE OF COMMON STOCK."

THIS OFFERING INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" COMMENCING ON PAGE 5 HEREOF.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PRICE \$ A SHARE

| | PRICE TO PUBLIC | UNDERWRITING DISCOUNTS AND COMMISSIONS (1) | PROCEEDS TO SELLING STOCKHOLDERS (2) |
|----------------|--------------------|--|--|
| | ----- | ----- | ----- |
| PER SHARE..... | \$ | \$ | \$ |
| TOTAL (3)..... | \$ | \$ | \$ |

-
- (1) THE SELLING STOCKHOLDERS AND THE COMPANY HAVE AGREED TO INDEMNIFY THE UNDERWRITERS AGAINST CERTAIN LIABILITIES, INCLUDING LIABILITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED.
- (2) BEFORE DEDUCTING EXPENSES OF THE OFFERING, WHICH ARE ESTIMATED TO BE \$.
- (3) THE COMPANY HAS GRANTED THE U.S. UNDERWRITERS AN OPTION, EXERCISABLE WITHIN 30 DAYS OF THE DATE HEREOF, TO PURCHASE UP TO AN AGGREGATE OF 540,000 ADDITIONAL SHARES OF COMMON STOCK AT THE PRICE TO PUBLIC LESS UNDERWRITING DISCOUNTS AND COMMISSIONS FOR THE PURPOSE OF COVERING OVER-ALLOTMENTS, IF ANY. IF THE U.S. UNDERWRITERS EXERCISE SUCH OPTION IN FULL, THE TOTAL PRICE TO PUBLIC, UNDERWRITING DISCOUNTS AND COMMISSIONS AND PROCEEDS TO THE COMPANY WILL BE \$, \$, AND \$, RESPECTIVELY. SEE "UNDERWRITERS."

THE SHARES ARE OFFERED, SUBJECT TO PRIOR SALE, WHEN, AS AND IF ACCEPTED BY THE UNDERWRITERS NAMED HEREIN AND SUBJECT TO APPROVAL OF CERTAIN LEGAL MATTERS BY KATTEN MUCHIN & ZAVIS, COUNSEL FOR THE UNDERWRITERS. IT IS EXPECTED THAT DELIVERY OF THE SHARES WILL BE MADE ON OR ABOUT OCTOBER , 1996 AT THE OFFICE OF MORGAN STANLEY & CO. INCORPORATED, NEW YORK, NEW YORK, AGAINST PAYMENT THEREFOR IN IMMEDIATELY AVAILABLE FUNDS.

MORGAN STANLEY & CO.
INCORPORATED

ALEX. BROWN & SONS
INCORPORATED

SMITH BARNEY INC.

, 1996

INSIDE FRONT COVER OF PROSPECTUS:

The inside front cover is a gatefold which opens to a multicolor graphic layout containing, in the upper right-hand corner, the title "TeleTech--integrated customer lifecycle management." Under the title are written the words: "engineered and executed by TeleTech" and "TeleTech's solutions integrate all phases of the customer lifecycle -- customer acquisition, service and retention, satisfaction and loyalty -- and are designed to maximize the lifetime value of its client's customer relationships."

The gatefold contains eight photographs of the Company's call centers and related technology (in each of the lower left-hand and upper left-hand corners and along the right-hand margin with the word "TeleTech" superimposed). In the center of the gatefold, there is an oval photograph of a woman speaking on the telephone, labelled "Our Client's Customer." This photograph is surrounded by three smaller oval photographs of faces, each of which is labelled "TeleTech representative." Radiating outward from the center oval photograph of the Client's Customer are 16 curved lines, each of which terminates at a press-and-click telephone jack, adjacent to which is a question or request that the client's customer might have regarding a particular product or service. Following this "customer lifecycle" clockwise from a point labelled "Start", the questions or requests that a client's customer might ask appear as follows:

"Tell me about it."
"Where can I buy it?"
"I want to order it."
"How do I install it."
"Help me use and navigate it."
"Send someone to repair it."
"I want to upgrade it."
"My billing address has changed for it."
"How do I take care of it?"
"I want to complain about it."
"I want to rave about it."
"Make me a preferred customer and I'll keep buying it."
"Register me for the event celebrating it."
"Contact my friend about trying it."
"I'd like to buy it again."

These questions or requests are classified into the following three phases of the customer lifecycle: "CUSTOMER ACQUISITION - LIMITED VALUE," "CUSTOMER SERVICE + RETENTION - SUSTAINED VALUE," "CUSTOMER SATISFACTION + LOYALTY - MAXIMUM VALUE."

Centered along the lower edge of the gatefold, is an ovaloid graphic containing text that lists under the heading "TeleTech's core strengths" the following words: "People -- Infrastructure -- Technology -- Process -- Strategy -- Innovation." On either side of this text is an arrow, one of which points to the left indicating "Customer Benefits" (listed as "Direct access to product and service providers -- Rapid, single-call resolution -- Personalized service -- Knowledgeable resources -- Flexibility"), and the other of which points to the right indicating "Client Benefits" (listed as "Efficiency and effectiveness in Customer Care -- Controlled operating and labor costs -- Access to state-of-the-art technology -- Enhanced service quality -- Maximum customer value").

TeleTech's corporate logo appears in the lower right-hand corner of the gatefold, under which are written the words: "COPYRIGHT 1996."

NO PERSON IS AUTHORIZED IN CONNECTION WITH ANY OFFERING MADE HEREBY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY, BY ANY SELLING STOCKHOLDER OR BY ANY UNDERWRITER. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF ANY OFFER TO BUY BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFERING OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

For investors outside of the United States: No action has been or will be taken in any jurisdiction by the Company or by any Underwriter that would permit a public offering of the Common Stock or possession or distribution of this Prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons into whose possession this Prospectus comes are required by the Company and the Underwriters to inform themselves about and to observe any restrictions as to the offering of the Common Stock and the distribution of this Prospectus.

In this Prospectus references to "dollars" and "\$" are to United States dollars, and the terms "United States" and "U.S." mean the United States of America, its states, its territories, its possessions and all areas subject to its jurisdiction.

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE COMMON STOCK AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NASDAQ NATIONAL MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS AND CERTAIN SELLING GROUP MEMBERS MAY ENGAGE IN PASSIVE MARKET MAKING TRANSACTIONS IN THE COMMON STOCK ON THE NASDAQ NATIONAL MARKET IN ACCORDANCE WITH RULE 10B-6A UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SEE "UNDERWRITERS."

PROSPECTUS SUMMARY

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE MORE DETAILED INFORMATION AND FINANCIAL STATEMENTS AND NOTES THERETO APPEARING ELSEWHERE IN THIS PROSPECTUS. EXCEPT AS OTHERWISE NOTED HEREIN, INFORMATION IN THIS PROSPECTUS (I) ASSUMES NO EXERCISE OF THE UNDERWRITERS' OVER-ALLOTMENT OPTION, (II) REFLECTS A FIVE-FOR-ONE SPLIT OF THE COMPANY'S COMMON STOCK EFFECTED ON JULY 31, 1996 AND (III) REFLECTS THE CONVERSION ON JULY 31, 1996 OF ALL OUTSTANDING SHARES OF CONVERTIBLE PREFERRED STOCK, PAR VALUE \$6.45 PER SHARE, OF THE COMPANY ("PREFERRED STOCK") INTO 9,300,000 SHARES OF COMMON STOCK (THE "PREFERRED STOCK CONVERSION") EFFECTED IN CONNECTION WITH THE COMPANY'S INITIAL PUBLIC OFFERING OF COMMON STOCK (THE "INITIAL PUBLIC OFFERING"). UNLESS OTHERWISE INDICATED, REFERENCES TO "TELETECH" AND THE "COMPANY" MEAN TELETECH HOLDINGS, INC. AND ITS WHOLLY-OWNED SUBSIDIARIES OR, FOR PERIODS PRIOR TO DECEMBER 1994, MEAN TELETECH TELECOMMUNICATIONS, INC. AND TELETECH TELESERVICES, INC., COLLECTIVELY. SEE "THE COMPANY."

THE COMPANY

TeleTech is a leading provider of customer care solutions for Fortune 1000 companies. TeleTech's customer care solutions encompass a wide range of telephone- and computer-based customer acquisition, retention and satisfaction programs designed to maximize the long-term value of the relationships between TeleTech's clients and their customers. Such programs involve all stages of the customer relationship and consist of a variety of customer service and product support activities, such as providing new product information, enrolling customers in client programs, providing 24-hour technical and help desk support, resolving customer complaints and conducting satisfaction surveys. TeleTech works closely with its clients to rapidly design and implement large scale, tailored customer care programs that provide comprehensive solutions to their specific business needs.

TeleTech delivers its customer care services primarily through customer-initiated ("inbound") telephone calls and also over the Internet. Services are provided by trained customer care representatives ("Representatives") in response to an inquiry that a customer makes by calling a toll-free telephone number or by sending an Internet message. Representatives respond to these inquiries from TeleTech call centers ("Call Centers") utilizing state-of-the-art workstations, which operate on TeleTech's advanced technology platform, enabling the Representatives to provide rapid, single-call resolution. This technology platform incorporates digital switching, client/server technology, object-oriented software modules, relational database management systems, proprietary call tracking management software, computer telephony integration and interactive voice response. TeleTech provides services from Call Centers leased and equipped by TeleTech ("fully outsourced") and, beginning in April 1996, also from Call Centers leased and equipped by clients ("facilities management").

TeleTech typically establishes long-term, strategic relationships, formalized by multi-year contracts, with selected clients in the telecommunications, technology, transportation, health care and financial services industries. TeleTech targets clients in these industries because of their complex product and service offerings and large customer bases, which require frequent, often sophisticated, customer interactions. For example, in the second half of 1995 the Company entered into significant, multi-year contracts with CompuServe and United Parcel Service. In the first nine months of 1996, the Company obtained significant, additional business from AT&T and entered into a multi-year contract with the United States Postal Service (the "Postal Service").

The Company was founded in 1982 and has been providing inbound customer care solutions since its inception. Between December 31, 1995 and March 31, 1996, the Company opened, acquired or initiated management of six Call Centers. As of October 1, 1996, TeleTech leased or managed ten Call Centers in the United States, two in the United Kingdom and one in each of Australia and New Zealand, equipped with a total of 4,976 state-of-the-art workstations. TeleTech currently plans to expand two existing U.S. Call Centers by the end of 1996. In addition, TeleTech has signed leases for two facilities in the United States in which it expects to open additional Call Centers in 1997. In the first six months of 1996, approximately 97% of the Company's call handling revenues were derived from inbound customer inquiries.

THE OFFERING

| | |
|--|---|
| Common Stock offered by the Selling | |
| Stockholders..... | 3,600,000 shares |
| U.S. offering..... | 2,880,000 shares |
| International offering..... | 720,000 shares |
| Common Stock to be outstanding after the | |
| Offering..... | 55,092,330 shares(1) |
| Use of proceeds to the Company..... | All proceeds from the sale of Common Stock offered hereby (the "Offering") will be received by the Selling Stockholders.(2) |
| Nasdaq National Market Symbol..... | TTEC |

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(1) Excludes 4,993,430 shares of Common Stock issuable upon exercise of options outstanding at October 1, 1996, with a weighted average exercise price of \$5.47 per share, other than options to acquire 144,900 shares that will be exercised, and which underlying shares will be sold in the Offering, by certain Selling Stockholders. See "Capitalization," "Management--Compensation of Directors," "Management--TeleTech Stock Option Plan," "Underwriters" and note 11 to the Company's Consolidated and Combined Financial Statements (the "Financial Statements").

(2) If the Underwriters' over-allotment option is exercised in full, the Company will use the net proceeds it will receive for working capital and general corporate purposes. See "Use of Proceeds."

SUMMARY FINANCIAL INFORMATION (1) (IN THOUSANDS, EXCEPT PER SHARE AMOUNTS AND OPERATING DATA)

| | YEAR ENDED JANUARY 31, ----- 1993 ----- | | ELEVEN MONTHS ENDED DECEMBER 31, 1993 ----- | YEAR ENDED DECEMBER 31, ----- 1994 1995 ----- | | SIX MONTHS ENDED JUNE 30, ----- 1995 1996 ----- | |
|---|---|----------|---|--|-----------|--|----------|
| | 1992 ----- (UNAUDITED) | | | | | (UNAUDITED) | |
| STATEMENT OF OPERATIONS DATA: | | | | | | | |
| Revenues..... | \$ 5,751 | \$13,814 | \$19,520 | \$35,462 | \$50,467 | \$22,291 | \$56,619 |
| Income (loss) from operations..... | (332) | 250 | 837 | 2,196 | 4,596 | 1,821 | 6,279 |
| Net income..... | 214 | 52 | 548 | 1,695 | 4,156(2) | 2,420(2) | 3,318 |
| Pro forma net income..... | 214 | 52 | 299(3) | 1,037(3) | 4,156(2) | 2,420(2) | 3,318 |
| Pro forma net income per share of Common Stock and equivalents (4)..... | \$ -- | \$ -- | \$.01(3) | \$.02(3) | \$.08(2) | \$.04(2) | \$.06 |
| Weighted average shares outstanding (4)..... | 43,753 | 43,753 | 43,753 | 43,753 | 54,304 | 54,281 | 54,328 |
| OPERATING DATA: | | | | | | | |
| Number of Call Centers..... | 1 | 1 | 2 | 2 | 3 | 3 | 9 |
| Number of workstations..... | 300 | 300 | 560 | 560 | 960 | 960 | 3,107 |

| JUNE 30, 1996 ----- | |
|------------------------|---------------|
| ACTUAL | PRO FORMA (5) |
| ----- (UNAUDITED) | |

| | | |
|---|----------|-----------|
| BALANCE SHEET DATA: | | |
| Working capital..... | \$ 6,733 | \$ 58,310 |
| Total assets..... | 63,751 | 106,328 |
| Long-term debt, net of current portion..... | 7,354 | 7,354 |
| Total stockholders' equity..... | 11,748 | 76,615 |

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(1) The Summary Financial Information presented in this table is derived from the "Selected Financial Information" and the Financial Statements included elsewhere in this Prospectus.

(2) Includes the \$2.4 million pre-tax net proceeds of a one-time payment made by a former client to TeleTech in connection with such client's early termination of a contract.

(3) During 1993 and 1994, the Company was an S corporation under Subchapter S of the Internal Revenue Code of 1986, as amended (the "Code"), and, accordingly, was not subject to federal income taxes. Pro forma net income includes a provision for income taxes at an effective rate of 44.4% for the 11 months ended December 31, 1993 and 39.5% for the year ended December 31, 1994.

(4) Calculated in the manner described in note 1 to the Financial Statements.

(5) Reflects the application of the \$52.6 million of net proceeds received by the Company from the Initial Public Offering and the Preferred Stock Conversion effected in connection therewith.

RECENT DEVELOPMENTS

For the three months ended September 30, 1996, TeleTech's revenues increased \$37.4 million, or 295%, to \$50.1 million from \$12.7 million for the same period of 1995. Income from operations increased to \$6.9 million, or 13.8% of revenues, for the three months ended September 30, 1996, from \$1.2 million, or 9.6% of revenues, for the same period of 1995. Net income increased \$3.2 million, or 371%, to \$4.1 million for the three months ended September 30, 1996 from \$862,000 for the same period of 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Developments."

RISK FACTORS

THIS PROSPECTUS CONTAINS CERTAIN FORWARD-LOOKING STATEMENTS THAT INVOLVE SUBSTANTIAL KNOWN AND UNKNOWN RISKS AND UNCERTAINTIES. WHEN USED IN THIS PROSPECTUS, THE TERMS "ANTICIPATES," "EXPECTS," "ESTIMATES," "BELIEVES" AND SIMILAR TERMS AS THEY RELATE TO THE COMPANY OR ITS MANAGEMENT ARE INTENDED TO IDENTIFY SUCH FORWARD-LOOKING STATEMENTS. THE COMPANY'S ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. FACTORS THAT COULD CAUSE OR CONTRIBUTE TO SUCH DIFFERENCES INCLUDE THOSE DISCLOSED BELOW. IN EVALUATING THE COMPANY'S BUSINESS, PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE FOLLOWING FACTORS IN ADDITION TO THE OTHER INFORMATION PRESENTED IN THIS PROSPECTUS.

RELIANCE ON A FEW MAJOR CLIENTS. The Company has strategically focused its marketing efforts on developing long-term relationships with Fortune 1000 companies in targeted industries. As a result, a substantial portion of the Company's revenues is derived from relatively few clients. Collectively, the Company's 10 largest clients in 1995 accounted for approximately 82.1% of the Company's 1995 revenues. The Company's three largest clients in 1995 were AT&T, Continental Airlines and Apple Computer, Inc., which accounted for approximately 31% (including 11% from McCaw Communications d/b/a Cellular One, a subsidiary of AT&T), 18% and 9%, respectively, of the Company's 1995 revenues. The Company's program for Continental Airlines was completed in March 1996 and was not renewed. The lost revenues from the expiration of the Continental Airlines program were more than offset in the first quarter of 1996 by revenues from new clients. The Company received prior notice that Continental Airlines would not renew its contract upon expiration and redeployed to new programs all of the workstations that previously had been dedicated to the Continental Airlines program. Consequently, there was no material capacity underutilization due to the loss of the Continental Airlines program; however, there can be no assurance that the Company's loss of another large client would not result in substantial underutilized capacity.

The Company expects that its three largest clients in 1996, AT&T, CompuServe and United Parcel Service, which accounted for approximately 31%, 19% and 12%, respectively, of the Company's revenues in the first six months of 1996, will account for an even greater percentage of the Company's revenues than its three largest clients in 1995. There can be no assurance that the Company will be able to retain any of its largest clients or that the volumes of its most profitable or largest programs will not be reduced, or that the Company would be able to replace such clients or programs with clients or programs that generate a comparable amount of revenues or profits. Consequently, the loss of one or more of its significant clients could have a material adverse effect on the Company's business, results of operations or financial condition. In September 1996, the Company and CompuServe agreed to limit the monthly fees the Company charges CompuServe under the largest program the Company provides to CompuServe, which will effectively reduce the number of workstations the Company dedicates to such program. The Company has redeployed most, and in the near future expects to have redeployed all, of the workstations previously dedicated to such CompuServe program to new programs, including another program that the Company provides for CompuServe. Consequently, the Company does not expect this reduction to materially decrease the Company's capacity utilization. See "Management's Discussion and Analysis of Financial Condition and Results of Operations," "--Risks Associated with the Company's Contracts" and "--Dependence on Key Industries."

Substantially all of the Company's significant arrangements with its clients generate revenues based, in large part, on the amount of time which the Company's personnel devotes to such clients' customers. Consequently, and due to the primarily inbound nature of the Company's business, the amount of revenues generated from any particular client is generally dependent upon consumers' interest in, and use of, the client's products and/or services. Furthermore, a significant portion of the Company's expected revenues and planned capacity utilization for 1996 relate to recently-introduced product or service offerings of the Company's clients, including two significant programs developed for AT&T and CompuServe, two of the Company's largest clients. There can be no assurance as to the number of consumers who will be attracted to the products and services of the Company's clients and who will therefore need the Company's services, or that the Company's clients will develop new products or services that will require the Company's services. See "Business--Markets and Clients--Technology."

DIFFICULTIES OF MANAGING RAPID GROWTH. The Company has experienced rapid growth over the past several years and anticipates continued future growth. Continued growth depends on a number of factors, including the Company's ability to (i) initiate, develop and maintain new client relationships and expand its marketing operations, (ii) recruit, motivate and retain qualified management and hourly personnel, (iii) rapidly identify, acquire or lease suitable Call Center facilities on acceptable terms and complete build-outs of such facilities in a timely and economic fashion, and (iv) maintain the high quality of the services and products that it provides to its clients. The Company's continued rapid growth can be expected to place a significant strain on the Company's management, operations, employees and resources. There can be no assurance that the Company will be able to maintain or accelerate its current growth, effectively manage its expanding operations or achieve planned growth on a timely or profitable basis. If the Company is unable to manage growth effectively, its business, results of operations or financial condition could be materially adversely affected. See "Business--Growth Strategy."

The Company's profitability is significantly influenced by its Call Center capacity utilization. Although the Company seeks to maximize utilization, the inbound nature of the Company's business results in significantly higher utilization during peak (weekday) periods than during off-peak (night and weekend) periods. In addition, the Company has experienced, and in the future may experience, at least short-term, excess capacity during peak periods upon the opening of a new Call Center or the termination of a large client program. There can be no assurance that the Company will be able to achieve or maintain optimal Call Center capacity utilization. See "--Reliance on a Few Major Clients" and "Business-- Facilities."

RISKS ASSOCIATED WITH THE COMPANY'S CONTRACTS. Although the Company currently seeks to sign multi-year contracts with its clients, the Company's contracts do not assure the Company a specific level of revenues and they generally do not designate the Company as the client's exclusive service provider. The Company believes maintaining satisfactory relationships with its clients has a more significant impact on the Company's revenues than the specific terms of its client contracts. Certain of the Company's current contracts (representing approximately 36% of the Company's 1995 revenues) have terms of one year or less and there can be no assurance that the clients will renew or extend such contracts. In addition, the Company's contracts are terminable by its clients on relatively short notice. Although many of such contracts require the client to pay a contractually agreed amount in the event of early termination, there can be no assurance that the Company will be able to collect such amount or that such amount, if received, will sufficiently compensate the Company for the investment it has made to support the cancelled program or for the revenues it may lose as a result of the early termination. In addition, some of the Company's contracts limit the aggregate amount the Company can charge for its services during the term of the contract and several prohibit the Company from providing services to a direct competitor of a client that are similar to the services the Company provides to such client. Although a few of the Company's more recently executed contracts provide for annual increases in the rates paid by clients in the event of increases in certain cost or price indices, most of the Company's contracts do not include such provisions and some of the contracts currently in effect provide that the service fees paid by clients may be adjusted downward if the performance objectives specified therein are not attained or, at least in one case, in the event of a decrease in a price index. Furthermore, there can be no assurance that the adjustments based upon increases in cost or price indices will fully compensate the Company for increases in labor and other costs that it may experience in fulfilling its contractual obligations. Although several of the Company's clients have elected not to renew or extend short-term contracts, or have terminated contracts or reduced program volumes on relatively short notice to the Company, to date none of the foregoing types of contractual provisions has had a material adverse effect on the Company's business, results of operations or financial condition. See "--Reliance on a Few Major Clients," "Business--Sales and Marketing," "Business--Services" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

DEPENDENCE ON LABOR FORCE. The Company's success is largely dependent on its ability to recruit, hire, train and retain qualified employees. The Company's industry is very labor intensive and has experienced high personnel turnover. A significant increase in the Company's employee turnover rate could increase the Company's recruiting and training costs and decrease operating effectiveness and productivity. Also, the addition of significant new clients or the implementation of new large-scale programs may require the

Company to recruit, hire and train qualified personnel at an accelerated rate. There can be no assurance that the Company will be able to continue to hire, train and retain sufficient qualified personnel to adequately staff new customer care programs. Because a significant portion of the Company's operating costs relate to labor costs, an increase in wages, costs of employee benefits or employment taxes could have a material adverse effect on the Company's business, results of operations or financial condition. In addition, certain of the Company's facilities are located in geographic areas with relatively low unemployment rates, thus potentially making it more difficult and costly to hire qualified personnel. See "--Difficulties of Managing Rapid Growth," "Business--Human Resources" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

DEPENDENCE ON KEY PERSONNEL. The Company's success to date has depended in large part on the skills and efforts of Kenneth D. Tuchman, the Company's founder, Chairman of the Board, President and Chief Executive Officer. There can be no assurance that the Company will be able to hire or retain the services of other officers or key employees. The loss of Mr. Tuchman or the Company's inability to hire or retain such other officers or key employees could have a material adverse effect on the Company's business, results of operations or financial condition. The Company's success and achievement of its growth plans depend on its ability to recruit, hire, train and retain other highly qualified technical and managerial personnel, including individuals with significant experience in the industries targeted by the Company. The inability of the Company to attract and retain the necessary technical and managerial personnel could have a material adverse effect on the Company's business, results of operations or financial condition. See "--Difficulties of Managing Rapid Growth" and "Management."

DEPENDENCE ON KEY INDUSTRIES. The Company's clients are concentrated primarily in the telecommunications, technology and transportation industries and, to a lesser extent, the health care and financial services industries. The Company's business and growth is largely dependent on the continued demand for the Company's services from these industries and current trends in such industries to outsource certain customer care services. A general economic downturn in any of these industries or a slowdown or reversal of the trend in any of these industries to outsource certain customer care services could have a material adverse effect on the Company's business, results of operations or financial condition. In addition, the Company's health care and financial services strategic business units ("SBUS") were introduced only recently and are still in the development stage. There can be no assurance that the Company can successfully develop these SBUS or that such development can occur in accordance with the Company's current time schedule. Additionally, a substantial percentage of the revenues generated by clients in the telecommunications industry relate to the Company's provision of third-party verification of long-distance service sales, which is required by the rules of the Federal Communications Commission. Such verification services accounted for 19% and 10% of the Company's total revenues in 1995 and in the first six months of 1996, respectively. Although the Company is not aware of any proposed changes to these rules, the elimination of this requirement could have a material adverse effect on the Company's business, results of operations or financial condition. See "--Highly Competitive Market" and "Business--Markets and Clients."

RISK OF BUSINESS INTERRUPTION. The Company's operations are dependent upon its ability to protect its Call Centers, computer and telecommunications equipment and software systems against damage from fire, power loss, telecommunications interruption or failure, natural disaster and other similar events. In the event the Company experiences a temporary or permanent interruption at one or more of its Call Centers, through casualty, operating malfunction or otherwise, the Company's business could be materially adversely affected and the Company may be required to pay contractual damages to some clients or allow some clients to terminate or renegotiate their contracts with the Company. While the Company maintains property and business interruption insurance, such insurance may not adequately compensate the Company for all losses that it may incur. See "Business--Operations."

RISKS ASSOCIATED WITH RAPIDLY CHANGING TECHNOLOGY. The Company's business is highly dependent on its computer and telecommunications equipment and software systems. The Company's failure to maintain the superiority of its technological capabilities or to respond effectively to technological changes could have a material adverse effect on the Company's business, results of operations or financial condition. The

Company's future success also will be highly dependent upon its ability to enhance existing services and introduce new services or products to respond to changing technological developments. There can be no assurance that the Company can successfully develop and bring to market any new services or products in a timely manner, that such services or products will be commercially successful or that competitors' technologies or services will not render the Company's products or services noncompetitive or obsolete. See "--Highly Competitive Market" and "Business--Technology."

HIGHLY COMPETITIVE MARKET. The market in which the Company competes is highly competitive and fragmented. The Company expects competition to persist and intensify in the future. The Company's competitors include small firms offering specific applications, divisions of large entities, large independent firms and, most significantly, the in-house operations of clients or potential clients. A number of competitors have or may develop greater capabilities and resources than those of the Company. Similarly, there can be no assurance that additional competitors with greater resources than the Company will not enter the Company's market. Because the Company's primary competitors are the in-house operations of existing or potential clients, the Company's performance and growth could be negatively impacted if its existing clients decide to provide in-house customer care services that currently are outsourced or if potential clients retain or increase their in-house customer service and product support capabilities. For example, Continental Airlines, one of the Company's largest clients in 1995 decided not to renew a program completed by the Company in March 1996 due to Continental Airlines' excess in-house call center capacity. In addition, competitive pressures from current or future competitors could cause the Company's services to lose market acceptance or result in significant price erosion, with a material adverse effect upon the Company's business, results of operations or financial condition. See "Business--Competition."

DIFFICULTIES OF COMPLETING AND INTEGRATING ACQUISITIONS AND JOINT VENTURES. One component of the Company's growth strategy is to pursue strategic acquisitions of companies that have services, products, technologies, industry specializations or geographic coverage that extend or complement the Company's existing business. There can be no assurance that the Company will be able successfully to identify, acquire on favorable terms or integrate such companies. If any acquisition is completed, there can be no assurance that such acquisition will enhance the Company's business, results of operations or financial condition. The Company may in the future face increased competition for acquisition opportunities, which may inhibit the Company's ability to consummate suitable acquisitions on terms favorable to the Company. A substantial portion of the Company's capital resources, including the net proceeds from the Initial Public Offering and the net proceeds from the Offering, if any, could be used for acquisitions. The Company may require additional debt or equity financing for future acquisitions, which financing may not be available on terms favorable to the Company, if at all. As part of its growth strategy, the Company may also pursue opportunities to undertake strategic alliances in the form of joint ventures. Joint ventures involve many of the same risks as acquisitions, as well as additional risks associated with possible lack of control of the joint ventures. See "--Difficulties of Managing Rapid Growth."

In January 1996, the Company acquired Access 24 Service Corporation Pty Limited, an Australian company ("Access 24"), which provides customer care solutions to Australian and New Zealand companies, primarily in the health care and financial services industries. In April 1996, the Company entered into a joint venture with PPP Healthcare Group plc ("PPP") to provide services in the United Kingdom and Ireland similar to those provided by Access 24. Certain of the services provided by Access 24 and PPP to health care and financial services clients differ from the traditional outsourcing services of the Company's U.S. business. Several of the services currently provided by Access 24 and PPP may be subject to extensive government regulation if introduced as planned in the U.S. market. There can be no assurance that compliance with applicable U.S. laws and regulations will not limit the scope, or significantly increase the cost to the Company, of providing services in the U.S. market that are comparable to such services currently provided by Access 24 and the joint venture outside the United States. Although in November 1996 the Company expects to begin providing health care services in the United States for Health Decisions International, LLC ("HDI") that are similar to the health care services provided by Access 24 and PPP, there can be no assurance that the anticipated benefits of the Access 24 acquisition and the joint venture with PPP will be

fully achieved. See "--Health Care Regulation and Risk Management," "Business--Markets and Clients-- Health Care," "Business--Markets and Clients--Financial Services" and "Business--International Operations."

RISK ASSOCIATED WITH INTERNATIONAL OPERATIONS AND EXPANSION. As a result of the recent acquisition of Access 24 and the joint venture with PPP, the Company now conducts business in the United Kingdom, Australia and New Zealand. The Company's international operations accounted for approximately 11% of the Company's revenues for the first six months of 1996 and, on a pro forma basis reflecting the Company's acquisition of Access 24 as if it had occurred on January 1, 1995, approximately 16.9% of the Company's revenues during 1995. A key component of the Company's growth strategy is its continued international expansion. There can be no assurance that the Company will be able successfully to market, sell and deliver its services in international markets, or that it will be able successfully to acquire companies, or integrate acquired companies, to expand international operations. In addition, there are certain risks inherent in conducting international business, including exposure to currency fluctuations, longer payment cycles, greater difficulties in accounts receivable collection, difficulties in complying with a variety of foreign laws, unexpected changes in regulatory requirements, difficulties in staffing and managing foreign operations, political instability and potentially adverse tax consequences. There can be no assurance that one or more of such factors will not have a material adverse effect on the Company's international operations and, consequently, on the Company's business, results of operations or financial condition. See "Business-- International Operations" and "Pro Forma Consolidated Condensed Financial Information."

VARIABILITY OF QUARTERLY OPERATING RESULTS. The Company has experienced, and in the future could experience, quarterly variations in revenues as a result of a variety of factors, many of which are outside the Company's control, including: the timing of new contracts; the timing of new product or service offerings or modifications in client strategies; the expiration or termination of existing contracts; the timing of increased expenses incurred to obtain and support new business; changes in the Company's revenue mix among its various service offerings; and the seasonal pattern of certain of the businesses serviced by the Company. In addition, the Company's planned staffing levels, investments and other operating expenditures are based on revenue forecasts. If revenues are below expectations in any given quarter, the Company's operating results would likely be materially adversely affected for that quarter. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Quarterly Results."

HEALTH CARE REGULATION AND RISK MANAGEMENT. In November 1996, the Company expects to begin providing telephone-based health care counseling and information services on behalf of HDI to customers or members of HDI's clients, which include corporations and health maintenance organizations. Pursuant to a facilities management agreement with HDI, nurses and other health care professionals employed by the Company will answer customers' questions regarding a variety of health care and medical concerns, including nutritional matters, common ailments and health care options and risks. The Company's provision of services for HDI, and any similar services that the Company may provide for other health care providers, may be subject to governmental regulations not applicable to other portions of the Company's business.

The health care industry is subject to extensive and evolving Federal and state government regulation relating to many aspects of health care delivery services, including health care referral programs and the operation of health maintenance organizations. Many of these statutes and regulations predate the development of telephone-based and other interstate communication of health care information and services. The literal language of certain of these statutes and regulations, including those regulating the practice of nursing and the practice of medicine, could be construed to apply to certain of the health care services that the Company may provide. The Company has no knowledge, and has not been made aware, that HDI or any other organizations unaffiliated with HDI that provide similar interstate health care services, has been made subject to such statutes and regulations. However, if regulators construe any of the foregoing statutory and regulatory requirements as applicable to the health care services that may be provided by the Company, then the Company or its employees could be required to obtain additional licenses or registrations or the Company may be required to modify the scope of the services it provides.

In recent years, participants in the health care industry, including nurses and other health care professionals, have been subject to an increasing number of lawsuits alleging malpractice, product liability and related legal theories, many of which involve substantial claims and significant defense costs. The Company may be exposed to the risk of professional liability claims relating to the health care services it expects to provide. Although the Company maintains malpractice liability insurance, there can be no assurance that claims in excess of the Company's insurance coverage will not arise or that all claims would be covered by such insurance.

COMPLIANCE WITH OTHER GOVERNMENT REGULATION. Because the Company's current business consists primarily of responding to inbound telephone calls, it is not highly regulated. However, in connection with the limited amount of outbound telemarketing services that it provides, the Company is required to comply with the Federal Communications Commission's rules under the Federal Telephone Consumer Protection Act of 1991 and the Federal Trade Commission's regulations under the Federal Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994, both of which govern telephone solicitation. In the event that the Company decides to expand its outbound telemarketing services, such rules and regulations would apply to a larger percentage of the Company's business. In connection with providing services to the Postal Service, the Company has agreed to comply with the Privacy Act of 1974, which governs the recording of telephone conversations. The Company believes that it currently is, and will continue to be, in compliance with such statute. Furthermore, there may be additional federal or state legislation, or changes in regulatory implementation, that limit the activities of the Company or its clients in the future or significantly increase the cost of compliance. Additionally, the Company could be responsible for its failure, or the failure of its clients, to comply with regulations applicable to its clients. See "-- Health Care Regulation and Risk Management."

CONTROL BY PRINCIPAL STOCKHOLDER. Following completion of the Offering, Kenneth D. Tuchman, the Company's Chairman, President and Chief Executive Officer, will beneficially own approximately 66.3% of the outstanding shares of Common Stock (and approximately 65.6% if the Underwriters' over-allotment is exercised in full). As a result, Mr. Tuchman will continue to be able to elect the entire Board of Directors of the Company and to control substantially all other matters requiring action by the Company's stockholders. Such voting concentration may have the effect of discouraging, delaying or preventing a change in control of the Company. See "Principal and Selling Stockholders."

LIMITED TRADING HISTORY AND POSSIBLE VOLATILITY OF STOCK PRICE. The Common Stock first became publicly traded on August 1, 1996. Since then, the per share price of the Common Stock has risen substantially from the Initial Public Offering price of \$14.50 per share. During and after the Offering, the market price of the Common Stock is likely to be highly volatile and could be subject to wide fluctuations in response to quarterly variations in operating results, announcements of new contracts or contract cancellations, announcements of technological innovations or new products or services by the Company or its competitors, changes in financial estimates by securities analysts or other events or factors. The market price of the Common Stock also may be affected by the Company's ability to meet analysts' expectations, and any failure to meet such expectations, even if minor, could have a material adverse effect on the market price of the Common Stock. In addition, the stock market has experienced significant price and volume fluctuations that have particularly affected the market prices of equity securities of many companies and that have often been unrelated to the operating performance of such companies. These broad market fluctuations may adversely affect the market price of the Common Stock. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted against such a company. Any such litigation instigated against the Company could result in substantial costs and a diversion of management's attention and resources, which could have a material adverse effect on the Company's business, results of operations or financial condition. See "Price Range of Common Stock."

SUBSTANTIAL NUMBER OF SHARES ELIGIBLE FOR FUTURE SALE. The sale of a substantial number of shares of Common Stock by the Company or any of its significant stockholders, or the perception that such sales could occur, could adversely affect prevailing market prices of the Common Stock. The Company is unable to make any prediction as to the effect, if any, that future sales of Common Stock or the availability of Common Stock for sale may have on the market price of the Common Stock prevailing from time to time. In addition,

any such sale or such perception could make it more difficult for the Company to sell equity securities or equity related securities in the future at a time and price that the Company deems appropriate. The Company has, and upon completion of the Offering, will have outstanding an aggregate of 55,092,330 shares of Common Stock, excluding shares of Common Stock issuable upon exercise of options outstanding under the TeleTech Holdings, Inc. Stock Plan (the "Option Plan") and the TeleTech Holdings, Inc. Directors Stock Option (the "Directors Option Plan"). The 7,153,000 shares of Common Stock sold in the Initial Public Offering are, and the 3,600,000 shares of Common Stock offered hereby will be, freely tradeable (other than by an "affiliate" of the Company as such term is defined under the Securities Act of 1933, as amended (the "Securities Act")) without restriction or registration under the Securities Act. All remaining outstanding shares of Common Stock may be sold under Rule 144 or Regulation S promulgated under the Securities Act, subject to the holding period, volume, manner of sale and other restrictions of Rule 144 or Regulation S. Certain of the outstanding shares of Common Stock are, and following the Offering will be, subject to restrictions on transfer or sale through January 27, 1997, which restrictions may be waived by Morgan Stanley & Co. Incorporated. See "Description of Capital Stock," "Shares Eligible for Future Sale" and "Underwriters."

SIGNIFICANT UNALLOCATED NET PROCEEDS. A significant portion of the net proceeds of the Initial Public Offering, and the net proceeds to the Company from the Offering if the Underwriters' over-allotment option is exercised, have not been designated for specific uses. Accordingly, the Company's Board of Directors will have broad discretion with respect to the use of such net proceeds. See "Use of Proceeds."

ANTI-TAKEOVER PROVISIONS. The Board of Directors has authority to issue up to 10,000,000 shares of preferred stock and to determine the price, rights, preferences, privileges and restrictions, including voting rights, of those shares without any vote or action by the stockholders. The rights of the holders of the Common Stock will be subject to, and may be adversely affected by, the rights of the holders of any preferred stock that may be issued in the future. The issuance of the preferred stock, while providing desirable flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire a majority of the outstanding voting stock of the Company. The Company has no present plan to issue any preferred stock. Furthermore, certain provisions of the Company's Restated Certificate of Incorporation and By-laws and of Delaware law could delay or make difficult a merger, tender offer or proxy contest involving the Company. See "Description of Capital Stock."

THE COMPANY

TeleTech was incorporated under the laws of Delaware in December 1994 in connection with a restructuring of the ownership of TeleTech Telecommunications, Inc., which was incorporated under the laws of California in October 1982, and TeleTech Teleservices, Inc., which was incorporated under the laws of Colorado in November 1992. As a result of such restructuring, TeleTech Teleservices and TeleTech Telecommunications became wholly-owned subsidiaries of TeleTech. TeleTech's principal executive offices are located at 1700 Lincoln Street, Suite 1400, Denver, Colorado 80203 and its telephone number is (303) 894-4000.

USE OF PROCEEDS

All of the 3,600,000 shares of Common Stock being offered hereby are being sold by the Selling Stockholders and the Company will not receive any of the proceeds from the sale of such shares.

If the Underwriters' over-allotment option is exercised, the Company will sell up to 540,000 shares of Common Stock. The net proceeds, if any, TeleTech will receive from the sale of such shares, are estimated to be up to \$16.7 million, assuming a public offering price of \$32.75 per share and after deducting underwriting discounts and commissions and estimated Offering expenses payable by the Company. TeleTech expects to use such net proceeds, if any, for general corporate purposes, including to fund the Company's working capital requirements, to purchase computer hardware and software, to fund leasehold improvements and to acquire businesses, products or technologies that extend or complement TeleTech's existing business. The Company is engaged in ongoing evaluations of, and discussions with, third parties regarding possible acquisitions; however the Company currently has no agreements, commitments or understandings with respect to any material acquisitions. Pending any of such uses, TeleTech plans to invest the net proceeds in investment grade, interest bearing securities.

The Selling Stockholders and, if the Underwriters' over-allotment option is exercised, the Company will pay all of the expenses of the Offering in proportion to the number of shares of Common Stock sold by each of them. However, the Company has agreed to pay the portion of such expenses otherwise payable by the Selling Stockholders who are employees of the Company and who will sell shares received upon exercise of options under the Option Plan.

DIVIDEND POLICY

In 1995 TeleTech paid a dividend of approximately \$452,000 to its principal stockholder. TeleTech does not expect to pay dividends on its Common Stock in 1996 or in the foreseeable future. The Board of Directors anticipates that all cash flow generated from operations in the foreseeable future will be retained and used to develop and expand TeleTech's business. Any future payment of dividends will depend upon TeleTech's results of operations, financial condition, cash requirements and other factors deemed relevant by the Board of Directors.

PRICE RANGE OF COMMON STOCK

The Common Stock has traded on the Nasdaq National Market since July 31, 1996 under the symbol "TTEC." The following table sets forth the range of the high and low closing sale prices of the Common Stock, for the fiscal quarters during 1996 indicated, as reported on the Nasdaq National Market:

| | HIGH ----- | LOW ----- |
|---|---------------|--------------|
| Third Quarter (from August 1, 1996)..... | 38 | 16 7/8 |
| Fourth Quarter (through October 9, 1996)..... | 36 1/2 | 32 3/4 |

On October 9, 1996, the closing sale price of the Common Stock as reported on the Nasdaq National Market was \$32 3/4 per share. As of October 7, 1996, the Company had approximately 115 stockholders of record.

CAPITALIZATION

The following table sets forth as of June 30, 1996 the Company's (i) actual short-term debt and capitalization and (ii) short-term debt and capitalization on a pro forma basis after giving effect to the Preferred Stock Conversion and the application of the \$52.6 million of net proceeds received by the Company from the Initial Public Offering.

| | JUNE 30, 1996 | |
|---|---------------------------|-----------|
| | ACTUAL | PRO FORMA |
| | (UNAUDITED, IN THOUSANDS) | |
| Short-term borrowings and current portion of long-term debt (1)..... | \$ 12,457 | \$ 3,457 |
| Long-term debt, net of current portion (2)..... | \$ 7,354 | \$ 7,354 |
| Mandatorily redeemable convertible preferred stock, par value \$6.45 per share (3)..... | 13,290 | -- |
| Stockholders' equity: | | |
| Common stock, par value \$.01 per share (4)..... | 417 | 550 |
| Additional paid-in capital..... | 7,067 | 72,789 |
| Cumulative translation adjustment..... | 147 | 147 |
| Unearned compensation--restricted stock..... | (316) | (316) |
| Treasury stock (5)..... | -- | (988) |
| Retained earnings..... | 4,433 | 4,433 |
| Total stockholders' equity..... | 11,748 | 76,615 |
| Total capitalization..... | \$ 19,102 | \$ 83,969 |

(1) Reflects repayment of the June 30, 1996 balances outstanding under the line of credit.

(2) See notes 4, 5 and 7 to the Financial Statements contained elsewhere herein for information regarding the Company's long-term debt.

(3) The 1,860,000 shares of mandatorily redeemable convertible preferred stock, including accrued dividends thereon of \$1.3 million, were converted into 9,300,000 shares of Common Stock in connection with the Initial Public Offering. See note 11 to the Financial Statements contained elsewhere herein.

(4) Does not include 7,750,000 shares reserved for issuance upon exercise of outstanding options under the Option Plan and the Directors Option Plan. At October 1, 1996, options to acquire 4,730,930 shares were outstanding under the Option Plan and options to acquire 262,500 shares were outstanding under the Directors Option Plan, which options have a weighted average exercise price of \$5.38 per share and \$7.11 per share, respectively, excluding options to acquire 144,900 shares that will be exercised, and which underlying shares will be sold in the Offering, by certain Selling Stockholders. See "Principal and Selling Stockholders." See "Management--Compensation of Directors," "Management--Executive Compensation," "Management--TeleTech Stock Option Plan."

(5) Reflects the Company's acquisition of 98,810 shares of Common Stock from one of its stockholders immediately prior to the closing of the Initial Public Offering, which shares are being held as treasury stock. See "Certain Relationships and Related Party Transactions."

SELECTED FINANCIAL DATA

The following selected financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Financial Statements and the related notes appearing elsewhere in this Prospectus. The following table presents selected (a) consolidated and combined financial data for TeleTech for (i) the year ended January 31, 1992, which have been derived from reviewed financial statements; (ii) the year ended January 31, 1993, which have been derived from audited financial statements; (iii) the eleven months ended December 31, 1993, which have been derived from financial statements (including those set forth elsewhere in this Prospectus) that have been audited by Gumbiner, Savett, Finkel, Fingleson & Rose, Inc., independent public accountants (formerly Gumbiner, Savett, Friedman and Rose, Inc.); (iv) each of the two years in the period ended December 31, 1995, which are derived from financial statements (including those set forth elsewhere in this Prospectus) that have been audited by Arthur Andersen LLP, independent public accountants; and (v) the six months ended June 30, 1995 and 1996; and (b) unaudited pro forma consolidated financial data for the year ended December 31, 1995. The selected financial data for the six months ended June 30, 1995 and 1996 are derived from unaudited financial statements that, in the opinion of management, include all adjustments, consisting principally of normal recurring accruals, necessary for a fair presentation of such data. The results for the six months ended June 30, 1996 are not necessarily indicative of the results expected for the full fiscal year.

| | YEAR ENDED JANUARY 31, | | ELEVEN MONTHS ENDED DECEMBER 31, | YEAR ENDED DECEMBER 31, | | PRO FORMA (1) YEAR ENDED DECEMBER 31, | SIX MONTHS ENDED JUNE 30, | |
|---|---|----------|--|----------------------------|-------------|---|---------------------------------|----------|
| | 1992 | 1993 | 1993 | 1994 | 1995 | 1995 | 1995 | 1996 |
| | (UNAUDITED) | | | | | (UNAUDITED) | (UNAUDITED) | |
| | (IN THOUSANDS, EXCEPT PER SHARE AND OPERATING DATA) | | | | | | | |
| STATEMENT OF OPERATIONS DATA: | | | | | | | | |
| Revenues..... | \$ 5,751 | \$13,814 | \$19,520 | \$ 35,462 | \$50,467 | \$60,706 | \$22,291 | \$56,619 |
| Costs of services..... | 2,703 | 7,324 | 10,727 | 17,406 | 27,246 | 31,239 | 11,876 | 31,721 |
| SG&A expenses..... | 3,380 | 6,240 | 7,956 | 15,860 | 18,625 | 24,908 | 8,594 | 18,619 |
| Income (loss) from operations..... | (332) | 250 | 837 | 2,196 | 4,596 | 4,559 | 1,821 | 6,279 |
| Other income (expenses)..... | 707 | (125) | (299) | (481) | 2,489(2) | 2,784(2) | 2,373 (2) | (544) |
| Provision for (benefit of) income taxes..... | 161 | 73 | (10) | 20 | 2,929 | 3,353 | 1,774 | 2,417 |
| Net income..... | \$ 214 | \$ 52 | \$ 548 | \$ 1,695 | \$ 4,156(2) | \$ 3,990(2) | \$2,420 (2) | \$ 3,318 |
| Pro forma net income..... | \$ 214 | \$ 52 | \$ 299(3) | \$ 1,037(3) | \$ 4,156(2) | \$ 3,990(2) | \$2,420 (2) | \$ 3,318 |
| Pro forma net income per share of Common Stock and equivalents (4)..... | \$ -- | \$ -- | \$.01(3) | \$.02(3) | \$.08(2) | \$.07(2) | \$.04 (2) | \$.06 |
| Weighted average shares outstanding (4)..... | 43,753 | 43,753 | 43,753 | 43,753 | 54,304 | 54,304 | 54,281 | 54,328 |
| OPERATING DATA: | | | | | | | | |
| Number of Call Centers..... | 1 | 1 | 2 | 2 | 3 | | 3 | 9 |
| Number of workstations..... | 300 | 300 | 560 | 560 | 960 | | 960 | 3,107 |

(FOOTNOTES ON NEXT PAGE)

| | JANUARY 31, | | DECEMBER 31, | | | | JUNE 30, 1996 | |
|---|-------------|----------|--------------|----------|----------|--------------|---------------|-------------|
| | ----- | | ----- | | | | ----- | |
| | 1993 | 1993 | 1994 | 1995 | | | PRO | |
| | ----- | ----- | ----- | ----- | | | ACTUAL | FORMA (5) |
| | | | | | | | ----- | ----- |
| | 1992 | | | | | PRO FORMA | | |
| | ----- | | | | | DECEMBER 31, | | |
| | (UNAUDITED) | | | | | 1995 (1) | | |
| | | | | | | ----- | | |
| | | | | | | (UNAUDITED) | | (UNAUDITED) |
| BALANCE SHEET DATA: | | | | | | | | |
| Working capital (deficit)..... | \$ 221 | \$ (250) | \$ (228) | \$ (780) | \$11,305 | \$ 8,340 | \$ 6,733 | \$ 58,310 |
| Total assets..... | 2,238 | 4,617 | 12,034 | 10,102 | 30,583 | 39,882 | 63,751 | 106,328 |
| Long-term debt, net of current portion..... | 828 | 1,416 | 3,528 | 2,463 | 3,590 | 5,468 | 7,354 | 7,354 |
| Total stockholders' equity..... | 338 | 394 | 942 | 2,197 | 3,791 | 8,220 | 11,748 | 76,615 |

-
- (1) Reflects the consolidated operating results and financial position of Access 24 and its subsidiaries, which were acquired by the Company effective January 1, 1996, as if such acquisition had been completed on January 1, 1995. Costs and expenses of Access 24 have been reflected, for purposes of this presentation, as costs of services.
- (2) Includes the \$2.4 million pre-tax net proceeds of a one-time payment made by a former client to TeleTech in connection with such client's early termination of a contract.
- (3) During 1993 and 1994, the Company was an S corporation and, accordingly, was not subject to federal income taxes. Pro forma net income includes a provision for income taxes at an effective rate of 44.4% for the 11 months ended December 31, 1993 and 39.5% for the year ended December 31, 1994.
- (4) Calculated in the manner described in note 1 to the Financial Statements.
- (5) Reflects the application of the \$52.6 million of net proceeds received by the Company from the Initial Public Offering and the Preferred Stock Conversion effected in connection therewith.

PRO FORMA CONSOLIDATED CONDENSED FINANCIAL INFORMATION

The following unaudited pro forma consolidated condensed income statement gives effect to the acquisition of Access 24 as if it had occurred on January 1, 1995 and does not purport to represent what the Company's results of operations actually would have been if such transactions had in fact occurred on such date. See "Business--International Operations." The pro forma adjustments are based on currently available information and upon certain assumptions that management believes are reasonable under current circumstances. The unaudited pro forma consolidated financial information and accompanying notes should be read in conjunction with the Financial Statements and the related notes thereto, and other financial information pertaining to the Company and Access 24 including "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business--International Operations," included elsewhere in this Prospectus.

| | YEAR ENDED DECEMBER 31, 1995 | | | |
|--|------------------------------|-------------|-------------|-------------|
| | TELETECH | ACCESS 24 | ADJUSTMENTS | PRO FORMA |
| | | (UNAUDITED) | (UNAUDITED) | (UNAUDITED) |
| (IN THOUSANDS, EXCEPT PER SHARE DATA) | | | | |
| INCOME STATEMENT DATA: | | | | |
| Revenues..... | \$ 50,467 | \$10,239 | \$ -- | \$60,706 |
| Operating expenses..... | 45,871 | 10,036(1) | 240 (2)(3) | 56,147 |
| Income (loss) from operations..... | 4,596 | 203 | (240) | 4,559 |
| Other income..... | 2,489 | 295 | -- | 2,784 |
| Provision for income taxes..... | 2,929 | 424 | -- | 3,353 |
| Net income (loss)..... | \$ 4,156 | \$ 74 | \$(240) | \$ 3,990 |
| Pro forma net income per share..... | \$.08 | | | \$.07 |
| Shares used in computing pro forma net income per share (4)..... | 54,304 | | | 54,304 |

(1) Includes approximately \$300,000 associated with the opening of a Call Center in the United Kingdom and a \$141,000 write-off of an unrecoverable loan associated with the disposition of an unrelated business.

(2) Includes \$422,000 of amortization of goodwill arising from the Company's acquisition of Access 24. The Company acquired 100% of the capital stock of Access 24 on January 1, 1996 for total consideration of \$7.1 million, consisting of \$2.3 million in cash and 970,240 shares of Common Stock. In addition, the Company incurred approximately \$255,000 of legal and other costs related to the acquisition. The Company allocated the purchase price based upon the fair market value of the assets acquired and the liabilities assumed. The following is a summary of the purchase price allocation:

Assets acquired:

| | |
|------------------------------------|--------------|
| Cash and cash investments..... | \$ 603,000 |
| Accounts receivable..... | 1,467,000 |
| Property, plant and equipment..... | 3,119,000 |
| Goodwill..... | 6,380,000 |
| Other assets..... | 636,000 |
| | \$12,205,000 |

Liabilities assumed:

| | |
|---|-------------|
| Accounts payable and accrued liabilities..... | (1,750,000) |
| Debt and capital lease obligations..... | (2,472,000) |
| Other liabilities..... | (612,000) |
| | (4,834,000) |
| | \$7,371,000 |

The Company is amortizing goodwill arising from the acquisition using the straight line method over an estimated life of 15 years.

(3) Includes a \$182,000 credit to eliminate Access 24's historical amortization of goodwill.

(4) Includes outstanding shares of common stock and common stock equivalents.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL
CONDITION AND RESULTS OF OPERATIONS

THIS PROSPECTUS, INCLUDING THE DISCLOSURES BELOW, CONTAINS CERTAIN FORWARD-LOOKING STATEMENTS THAT INVOLVE SUBSTANTIAL RISKS AND UNCERTAINTIES. WHEN USED HEREIN, THE TERMS "ANTICIPATES," "EXPECTS," "ESTIMATES," "BELIEVES" AND SIMILAR EXPRESSIONS AS THEY RELATE TO THE COMPANY OR ITS MANAGEMENT ARE INTENDED TO IDENTIFY SUCH FORWARD-LOOKING STATEMENTS. THE COMPANY'S ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. FACTORS THAT COULD CAUSE OR CONTRIBUTE TO SUCH MATERIAL DIFFERENCES INCLUDE THE FACTORS DISCLOSED IN THE "RISK FACTORS" SECTION OF THIS PROSPECTUS, WHICH PROSPECTIVE PURCHASERS OF THE COMMON STOCK OFFERED HEREBY SHOULD CONSIDER CAREFULLY.

OVERVIEW

TeleTech generates its revenues by providing customer care solutions, both from TeleTech-leased Call Centers (fully outsourced) and client-owned Call Centers (facilities management). The Company normally bills for its services based on the amount of time Representatives devote to a client's program and revenues are typically recognized as services are provided. The Company seeks to enter into multi-year contracts that cannot be terminated early except upon the payment of a contractually agreed amount. In 1995, revenues from multi-year contracts represented 64% of total revenues. Approximately 60% of such multi-year contract revenues were attributable to contracts that contain a provision requiring the client to pay the Company a contractually agreed amount in the event of early termination of the contract.

In the second half of 1995, the Company signed large, multi-year contracts with United Parcel Service and CompuServe and obtained additional business from AT&T for programs commencing principally in the first quarter of 1996. Accordingly, management expects revenues from multi-year contracts to increase as a percentage of total revenues in 1996. In the third quarter of 1996, the Company signed a two-year contract with the Postal Service for a program commencing in December 1996; however, the Company expects that the program will not be fully implemented until the second quarter of 1997. See "Risk Factors -- Reliance on a Few Major Clients."

TeleTech's profitability is significantly influenced by its Call Center capacity utilization. The Company seeks to optimize new and existing Call Center capacity utilization during both peak (weekday) and off-peak (night and weekend) periods to achieve maximum fixed cost absorption. The Company carefully plans the development and opening of new Call Centers to minimize the financial impact resulting from excess capacity. To enable the Company to respond rapidly to changing market demands, implement new programs and expand existing programs, TeleTech may require additional Call Center capacity. TeleTech currently plans to expand two existing Call Centers by the end of 1996. In addition, TeleTech has signed leases for two facilities in which it expects to open additional Call Centers in 1997. If, prior to the opening or expansion of a Call Center, the Company has not contracted with clients for the provision of services that will fully utilize peak period capacity, TeleTech may experience, at least in the short-term, excess Call Center capacity. The Company's results of operations have not been materially adversely affected by peak period capacity underutilization, other than for a brief period during 1995 following the Company's opening of its Burbank Call Center. See "--1995 Compared to 1994" and "Risk Factors--Difficulties of Managing Rapid Growth."

The Company records costs specifically associated with client programs as costs of services. These costs, which include direct labor wages and benefits, telecommunication charges, sales commissions and certain facility costs, are primarily variable in nature. All other expenses of operations, including expenses attributable to technology support, sales and marketing, human resource management and other administrative functions and Call Center operational expenses that are not allocable to specific programs are recorded as selling, general and administrative ("SG&A") expenses. SG&A expenses tend to be either semi-variable or fixed in nature. Historically, the majority of the Company's operating expenses have consisted of labor costs. Accordingly, Representative wage rates, which comprise the majority of the Company's labor costs, have been and are expected to continue to be a key component of the Company's expenses.

The cost characteristics of TeleTech's fully outsourced programs differ significantly from the cost characteristics of its facilities management programs. Under facilities management programs, Call Centers are owned by the client but are staffed and managed by TeleTech. Accordingly, facilities management programs have higher costs of services as a percentage of revenues and lower SG&A expenses as a percentage of revenues than fully outsourced programs. As a result, the Company expects that its overall gross margin will fluctuate as

revenues attributable to fully outsourced programs vary in proportion to revenues attributable to facilities management programs. Based on the foregoing, management believes that, for purposes of measuring profitability on a period-to-period basis, operating margin, which is income from operations expressed as a percentage of revenues, may be less subject to fluctuation as the proportion of the Company's business portfolio attributable to fully outsourced programs versus facilities management programs changes. Significant operations under the Company's first facilities management agreement, with United Parcel Service, began in the second quarter of 1996, and the Company recently entered into facilities management agreements with the Postal Service and HDI. See "--Six Months Ended June 30, 1996 Compared to Six Months ended June 30, 1995."

TeleTech's revenues and income from operations have grown significantly over the past three years. During this period, the Company's revenues have grown from \$19.5 million for the 11 months ended December 31, 1993 to \$50.5 million for the year ended December 31, 1995 and operating margin has increased from 4.3% in 1993 to 9.1% in 1995. The significant growth in revenues and operating margin is the result of increased revenues from new and existing contracts and utilization of additional capacity resulting from the February 1995 opening of the Burbank Call Center. In the first six months of 1996, the Company's operating margin rose to 11.1%. Management attributes this growth to the successful implementation of the Company's strategy of developing long-term strategic relationships with large corporate clients in targeted industries and the Company's resulting ability to spread its fixed costs over a larger revenue base.

The Company acquired Access 24 and its subsidiaries effective January 1, 1996 for consideration of \$2.3 million in cash and 970,240 shares of Common Stock. Access 24's consolidated results of operations are included in the Company's operating results beginning with the first quarter of 1996. The operations of Access 24, which consist of inbound, client-branded customer care services, have been substantially integrated into TeleTech's operations through the standardization of Access 24's technology, workstation configuration, business processes and operational and financial reporting with TeleTech's systems. Access 24 typically bills its clients monthly, based on the number of customers enrolled in a client's program, pursuant to multi-year agreements. Access 24 is headquartered in Sydney, Australia with Call Centers in Australia and New Zealand. On April 30, 1996, the Company sold a 50% interest in Access 24 Limited, the Company's United Kingdom subsidiary that leases and operates a Call Center in London, for \$3.8 million to PPP Healthcare Group plc, a large private health insurer in the United Kingdom. TeleTech accounts for its investment in Access 24 Limited as an unconsolidated subsidiary. See "Business--International Operations," "Risk Factors--Difficulties of Completing and Integrating Acquisitions and Joint Ventures" and the Consolidated Financial Statements of Access 24 contained elsewhere in this Prospectus.

During 1993 and 1994, the Company was an S corporation and, accordingly, was not subject to income taxes. Pro forma net income includes a provision for federal income taxes at an effective rate of 44.4% for the 11 months ended December 31, 1993 and 39.5% for the year ended December 31, 1994.

RESULTS OF OPERATIONS

The following table sets forth certain income statement data as a percentage of revenues:

| | YEAR ENDED DECEMBER 31, | | | SIX MONTHS ENDED JUNE 30, | |
|-------------------------------------|-------------------------|--------|--------|---------------------------|--------|
| | 1993(1) | 1994 | 1995 | 1995 | 1996 |
| Revenues..... | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |
| Costs of services..... | 54.9 | 49.1 | 54.0 | 53.2 | 56.0 |
| SG&A expenses..... | 40.8 | 44.7 | 36.9 | 38.6 | 32.9 |
| Income from operations..... | 4.3 | 6.2 | 9.1 | 8.2 | 11.1 |
| Other income (expenses)..... | (1.5) | (1.4) | 4.9(2) | 10.6(2) | (1.0) |
| Provision for income taxes (3)..... | -- | -- | 5.8 | 8.0 | 4.3 |
| Net income (3)..... | 2.8 | 4.8 | 8.2(2) | 10.8(2) | 5.8 |
| Pro forma net income (3)..... | 1.5 | 2.9 | 8.2(2) | 10.8(2) | 5.8 |

(1) Includes only eleven months due to a change in the Company's fiscal year end.

(2) Includes the \$2.4 million pre-tax net proceeds of a one-time payment made by a former client to TeleTech in the first quarter of 1995 in connection with such client's early termination of a contract (the "One-Time Payment").

(3) During 1993 and 1994, the Company was an S corporation and, accordingly, was not subject to federal income taxes. Pro forma net income includes a provision for income taxes at an effective rate of 44.4% for the 11 months ended December 31, 1993 and 39.5% for the year ended December 31, 1994.

SIX MONTHS ENDED JUNE 30, 1996 COMPARED TO SIX MONTHS ENDED JUNE 30, 1995

REVENUES. Revenues increased \$34.3 million, or 153.8%, to \$56.6 million for the six months ended June 30, 1996 from \$22.3 million for the six months ended June 30, 1995. The increase resulted from \$5.8 million in revenues of Access 24, which was acquired in the first quarter of 1996, \$22.1 million in revenues from new clients (including \$7.1 million attributable to the facilities management agreement with United Parcel Service), and \$14.0 million in increased revenues from existing clients. These increases were offset in part by contract expirations and other client reductions, including the loss of \$3.5 million in revenues due to the expiration of the Continental Airlines contract in the first quarter of 1996. Revenues in the six months ended June 30, 1996 also reflect the additional capacity provided by the opening of the Thornton Call Center in April 1996. The Company's three largest clients in the first six months, AT&T, CompuServe and United Parcel Service, accounted for approximately 31%, 19% and 12%, respectively, of the Company's revenues.

COSTS OF SERVICES. Costs of services increased \$19.8 million, or 166.4%, to \$31.7 million for the six months ended June 30, 1996 from \$11.9 million for the six months ended June 30, 1995. Costs of services as a percentage of revenues increased from 53.2% for the six months ended June 30, 1995 to 56.0% for the six months ended June 30, 1996. This increase in the costs of services as a percentage of revenues is a result of the \$7.1 million of revenues received in the second quarter of 1996 from the Company's facilities management program, under which the Company commenced significant operations in April 1996. This program has lower billing rates and, accordingly, higher costs of services as a percentage of revenues than fully outsourced programs. There were no facilities management program revenues in the six months ended June 30, 1995.

SELLING, GENERAL AND ADMINISTRATIVE. SG&A expenses increased \$10.0 million, or 116.3%, to \$18.6 million for the six months ended June 30, 1996 from \$8.6 million for the six months ended June 30, 1995. This increase is almost entirely the result of increased revenues during the period. SG&A expenses as a percentage of revenues decreased from 38.6% for the six months ended June 30, 1995 to 32.9% for the six months ended June 30, 1996, primarily due to the impact of the Company's facilities management program, which provided \$7.1 million in revenues but resulted in insignificant additional SG&A expenses, and also as a result of the spreading of fixed costs over a larger revenue base.

INCOME FROM OPERATIONS. As a result of the foregoing factors, operating income increased \$4.5 million, or 245.0%, to \$6.3 million for the six months ended June 30, 1996 from \$1.8 million for the six months ended June 30, 1995. Operating income as a percentage of revenues increased from 8.2% for the six months ended June 30, 1995 to 11.1% for the six months ended June 30, 1996.

OTHER INCOME (EXPENSE). Other expense increased \$2.9 million to \$544,000 for the six months ended June 30, 1996 compared to other income of \$2.4 million for the six months ended June 30, 1995, which increase in other expense is primarily due to the impact of the One-Time Payment during the first quarter of 1995.

NET INCOME. As a result of the foregoing factors, net income increased \$898,000, or 37.4%, to \$3.3 million for the six months ended June 30, 1996 from \$2.4 million for the six months ended June 30, 1995. Excluding the One-Time Payment, net income for the six months ended June 30, 1995 would have been \$908,000. Accordingly net income would have increased \$2.4 million, or 264.3%, in the first six months of 1996 compared to the first six months of 1995.

RECENT DEVELOPMENTS

NINE MONTHS ENDED SEPTEMBER 30, 1996 COMPARED TO NINE MONTHS ENDED SEPTEMBER 30, 1995

Revenues increased \$71.7 million, or 205%, to \$106.7 million for the nine months ended September 30, 1996 from \$35.0 million for the nine months ended September 30, 1995. The increase resulted from \$9.1 million in revenues of Access 24, which was acquired in the first quarter of 1996, \$26.2 million in revenues from new clients and \$48.3 million in increased revenues from existing clients. These increases were offset in part by contract expirations and other client reductions, including a \$6.1 million decrease in revenues due to the expiration of the Continental Airlines contract in the first quarter of 1996. Revenues for the nine months

ended September 30, 1996 reflect the additional capacity provided by the opening of the Thornton Call Center in April 1996 and, to a lesser extent, additional capacity provided by the opening of the Van Nuys Call Center in July 1996.

The Company's three largest clients for the nine months ended September 30, 1996 were AT&T, United Parcel Service and CompuServe, which accounted for 30%, 22% and 17%, respectively, of the Company's revenues. In September 1996, the Company and CompuServe agreed to limit the monthly fees the Company charges CompuServe under the largest program the Company provides to CompuServe, which will effectively reduce the number of workstations the Company dedicates to such program. The Company has redeployed most, and in the near future expects to have redeployed all, of the workstations previously dedicated to such CompuServe program to new programs, including another program that the Company provides for CompuServe. Consequently, the Company does not expect this reduction to materially decrease the Company's capacity utilization. Although the Company expects that the revenues it will realize under this CompuServe program in the fourth quarter of 1996 and in the first quarter of 1997 will be lower than the revenues it realized under this program in the second and third quarters of 1996, the Company currently expects that increased revenues from existing and new client programs will more than offset such loss of revenues.

Operating expenses increased \$61.6 million, or 193%, to \$93.5 million for the nine months ended September 30, 1996 from \$31.9 million for the nine months ended September 30, 1995. Income from operations as a percentage of revenues increased from 8.7% for the nine months ended September 30, 1995 to 12.4% for the nine months ended September 30, 1996. This increase is primarily the result of the spreading of fixed costs over a larger revenue base.

Other expenses totaled \$445,000 for the nine months ended September 30, 1996 compared with other income of \$2.4 million for the nine months ended September 30, 1996. This decrease is primarily due to the Company's receipt of the One-Time Payment in the first quarter of 1995.

As a result of the foregoing factors, net income increased \$4.1 million, or 124%, to \$7.4 million (\$0.13 per share, based on 55.4 million weighted average shares outstanding) for the nine months ended September 30, 1996 from \$3.3 million (\$0.06 per share, based on 54.3 million weighted average shares outstanding) for the nine months ended September 30, 1995. Excluding the One-Time Payment, net income for the nine months ended September 30, 1995 would have been \$1.8 million (\$0.03 per share). Accordingly, net income would have increased \$5.6 million, or 311%, for the nine months ended September 30, 1996 from the nine months ended September 30, 1995.

THREE MONTHS ENDED SEPTEMBER 30, 1996 COMPARED TO THREE MONTHS ENDED SEPTEMBER 30, 1995

Revenues increased \$37.4 million, or 295%, to \$50.1 million for the three months ended September 30, 1996 from \$12.7 million for the three months ended September 30, 1995. This increase resulted from \$3.3 million in revenues of Access 24, \$17.4 million in revenues from new clients and \$22.1 million in increased revenues from existing clients. These increases were offset in part by contract expirations and other client reductions, including a \$2.6 million decrease in revenues due to the expiration of the Continental Airlines contract. Revenues for the three months ended September 30, 1996 reflect the additional capacity provided by the opening of the Thornton Call Center and, to a lesser extent, the Van Nuys Call Center.

Operating expenses increased \$31.7 million, or 276%, to \$43.2 million for the three months ended September 30, 1996 from \$11.5 million for the three months ended September 30, 1995. Income from operations as a percentage of revenues increased from 9.6% for the three months ended September 30, 1995 to 13.8% for the three months ended September 30, 1996. This increase is primarily the result of the spreading of fixed costs over a larger revenue base.

Other income increased \$61,000 to \$99,000 for the three months ended September 30, 1996 from \$38,000 for the three months ended September 30, 1995. This increase is primarily the result of interest income on the invested net proceeds to the Company from the Initial Public Offering.

As a result of the foregoing factors, net income increased \$3.2 million, or 371%, to \$4.1 million (\$0.07 per share, based on 57.4 million weighted average shares outstanding) for the three months ended September 30, 1996 from \$862,000 (\$0.02 per share, based on 54.3 million weighted average shares outstanding) for the three months ended September 30, 1995.

1995 COMPARED TO PRO FORMA 1995

Pro forma 1995 reflects the combined operating results of TeleTech and Access 24, as if Access 24 had been acquired by TeleTech on January 1, 1995. For the 12 months ended December 31, 1995, Access 24 had revenue of \$10.2 million, a loss from operations of approximately \$37,000 and a net loss of \$166,000. The results for such period reflect amortization of \$422,000 of goodwill arising from the Company's acquisition of Access 24, approximately \$300,000 of expenses associated with the opening of a Call Center in the United Kingdom and a \$141,000 write-off of an unrecoverable loan associated with the disposition of an unrelated business. On April 30, 1996, the Company sold a 50% interest in the London Call Center to PPP, a large private health insurer in the United Kingdom. See "Business--International Operations."

1995 COMPARED TO 1994

REVENUES. Revenues increased \$15.0 million, or 42.3%, to \$50.5 million in 1995 from \$35.5 million in 1994, reflecting revenues from new clients of approximately \$17.8 million and an increase in revenues from existing clients of approximately \$6.4 million. These increases were partially offset by the expiration without renewal of certain other client contracts. See "Other Income (Expenses)" below.

COSTS OF SERVICES. Costs of services increased \$9.8 million, or 56.5%, to \$27.2 million in 1995 from \$17.4 million in 1994. The increase in costs of services is primarily the result of the \$15 million increase in revenues for the period and the related increase in direct costs. Costs of services as a percentage of revenues increased to 54.0% in 1995 from 49.1% in 1994. The majority of this percentage increase resulted from the start-up of the Burbank Call Center in February 1995, which was not fully utilized immediately after opening. Consequently, operating costs represented a comparatively higher percentage of revenues. In addition, during 1995 a higher proportion of total expenses were classified as costs of services as the Company was able to allocate to specific client programs costs that previously had been allocated among multiple client programs as SG&A expenses. The Company's enhanced ability to identify costs related to specific programs resulted from improvements in the Company's systems as well as from the consolidation of accounting and financial functions at the Company's headquarters in Denver.

SELLING, GENERAL AND ADMINISTRATIVE. SG&A expenses increased \$2.8 million, or 17.4%, to \$18.6 million in 1995 from \$15.9 million in 1994. As a percentage of revenues, SG&A expenses decreased to 36.9% in 1995 from 44.7% in 1994. A substantial part of this change resulted from a 4.0% reduction in wage expense as a percentage of revenues.

INCOME FROM OPERATIONS. Income from operations increased \$2.4 million, or 109.3%, to \$4.6 million in 1995 from \$2.2 million 1994. Operating income as a percentage of revenues increased to 9.1% in 1995 from 6.2% in 1994.

OTHER INCOME (EXPENSES). Other income (expenses) increased \$3.0 million to \$2.5 million in 1995 from (\$481,000) in 1994. This increase resulted from the One-Time Payment as well as increased interest income attributable to the \$12.0 million proceeds received by the Company from the sale of Preferred Stock in 1995.

NET INCOME AND PRO FORMA NET INCOME. Net income increased \$2.5 million, or 145.2%, to \$4.2 million in 1995 from \$1.7 million in 1994. As a result of the foregoing factors, net income in 1995 increased \$3.1 million, or 300.7%, to \$4.2 million from pro forma net income of \$1.0 million in 1994. Excluding the One-Time Payment, net income for 1995 would have been \$2.6 million. Accordingly, net income for 1995 would have increased \$1.6 million, or 155.0%, over pro forma income of \$1.0 million for 1994.

1994 COMPARED TO 1993

During 1993, the Company changed its fiscal year to December 31. As a result, the 1993 fiscal year consists of the eleven months ended December 31, 1993.

REVENUES. Revenues increased \$15.9 million, or 81.7%, to \$35.5 million in 1994 from \$19.5 million in 1993. This increase consisted primarily of \$14.2 million of revenues generated from new clients, with the remaining increase generated from existing clients. The increase reflects a full year of operations of the Denver Call Center, which generated \$13.9 million of revenue in 1994 versus \$2.9 million of revenue in 1993.

COSTS OF SERVICES. Costs of services increased \$6.7 million, or 62.3%, to \$17.4 million in 1994 from \$10.7 million in 1993. Costs of services decreased as a percentage of revenues to 49.1% in 1994 from 54.9% in 1993. Much of this percentage decrease resulted from an increased proportion of services being performed in 1994 for higher-margin client programs compared to in 1993.

SELLING, GENERAL AND ADMINISTRATIVE. SG&A expenses increased \$7.9 million, or 99.3%, to \$15.9 million in 1994 from \$8.0 million in 1993. SG&A expenses increased as a percentage of revenues to 44.7% in 1994 from 40.8% in 1993. Much of this increase resulted from increased compensation expense associated with growth in administrative functions necessary to support projected expansion.

INCOME FROM OPERATIONS. Income from operations increased \$1.4 million, or 162.4%, to \$2.2 million in 1994 from \$837,000 in 1993. Operating income as a percentage of revenues increased to 6.2% in 1994 from 4.3% in 1993.

PRO FORMA NET INCOME. As a result of the foregoing factors, and a decrease in the effective tax rate to 39.5% for the year ended December 31, 1994 from 44.4% for the 11 months ended December 31, 1993, pro forma net income increased \$738,000, or 246.8%, to \$1.0 million in 1994 from \$299,000 in 1993.

QUARTERLY RESULTS

The information set forth below is derived from unaudited quarterly operating results of the Company for each quarter of 1994 and 1995 and the first two quarters of 1996. The data has been prepared by the Company on a basis consistent with the Financial Statements included elsewhere in this Prospectus and includes all adjustments, consisting principally of normal recurring accruals, that the Company considers necessary for a fair presentation thereof. These operating results are not necessarily indicative of the Company's future performance.

| | THREE MONTHS ENDED | | | | | | |
|---|---------------------------------------|----------|----------|-----------|-----------|-----------|-----------|
| | 1994 | | | | 1995 | | |
| | MAR 31 | JUN 30 | SEP 30 | DEC 31 | MAR 31(1) | JUN 30 | SEP 30 |
| | (IN THOUSANDS, EXCEPT PER SHARE DATA) | | | | | | |
| Revenues..... | \$ 8,976 | \$ 8,406 | \$ 8,080 | \$ 10,000 | \$ 10,412 | \$ 11,879 | \$ 12,692 |
| Costs of services..... | 4,715 | 4,314 | 3,719 | 4,658 | 5,469 | 6,407 | 6,899 |
| SG&A expenses..... | 3,556 | 4,014 | 3,702 | 4,588 | 4,329 | 4,265 | 4,575 |
| Income from operations..... | 705 | 78 | 659 | 754 | 614 | 1,207 | 1,218 |
| Other income (expenses)..... | (118) | (154) | (102) | (107) | 2,338(1) | 35 | 38 |
| Provision for (benefit of) income taxes.... | 15 | (3) | 2 | 6 | 1,324 | 449 | 394 |
| Net income..... | 572 | (73) | 555 | 641 | 1,628 | 793 | 862 |
| Pro forma net income (2)..... | 359 | (49) | 336 | 391 | 1,628 | 793 | 862 |
| Pro forma net income per share..... | .01 | -- | .01 | .01 | .03 | .01 | .02 |
| Weighted average shares outstanding..... | 43,753 | 43,753 | 43,753 | 43,753 | 54,233 | 54,328 | 54,328 |

| | 1996 | | |
|---|-----------|-----------|-----------|
| | DEC 31 | MAR 31 | JUN 30 |
| Revenues..... | \$ 15,484 | \$ 22,019 | \$ 34,600 |
| Costs of services..... | 8,471 | 11,194 | 20,527 |
| SG&A expenses..... | 5,456 | 8,102 | 10,517 |
| Income from operations..... | 1,557 | 2,723 | 3,556 |
| Other income (expenses)..... | 78 | (464) | (80) |
| Provision for (benefit of) income taxes.... | 762 | 1,001 | 1,416 |
| Net income..... | 873 | 1,258 | 2,060 |
| Pro forma net income (2)..... | 873 | 1,258 | 2,060 |
| Pro forma net income per share..... | .02 | .02 | .04 |
| Weighted average shares outstanding..... | 54,328 | 54,328 | 54,328 |

(1) Includes the One-Time Payment.

The following table sets forth certain income statement data as a percentage of revenues:

| | THREE MONTHS ENDED | | | | | | | |
|--|--------------------|--------|--------|--------|---------|--------|--------|--------|
| | 1994 | | | | 1995 | | | |
| | MAR 31 | JUN 30 | SEP 30 | DEC 31 | MAR 31 | JUN 30 | SEP 30 | DEC 31 |
| Revenues..... | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |
| Costs of services..... | 52.5 | 51.3 | 46.0 | 46.6 | 52.5 | 53.9 | 54.4 | 54.7 |
| SG&A expenses..... | 39.6 | 47.8 | 45.8 | 45.9 | 41.6 | 35.9 | 36.0 | 35.2 |
| Income from operations..... | 7.9 | 0.9 | 8.2 | 7.5 | 5.9 | 10.2 | 9.6 | 10.1 |
| Other income (expenses)..... | (1.3) | (1.8) | (1.3) | (1.0) | 22.4(1) | 0.3 | 0.3 | 0.5 |
| Provision for (benefit of) income taxes..... | 0.2 | -- | -- | -- | 12.7 | 3.8 | 3.1 | 4.9 |
| Net income..... | 6.4 | (0.9) | 6.9 | 6.5 | 15.6(1) | 6.7 | 6.8 | 5.7 |
| Pro forma net income..... | 4.0 | (0.6) | 4.2(2) | 3.9(2) | 15.6 | 6.7 | 6.8 | 5.7 |

| | 1996 | |
|--|--------|--------|
| | MAR 31 | JUN 30 |
| Revenues..... | 100.0% | 100.0% |
| Costs of services..... | 50.8 | 59.3 |
| SG&A expenses..... | 36.8 | 30.4 |
| Income from operations..... | 12.4 | 10.3 |
| Other income (expenses)..... | (2.1) | (0.2) |
| Provision for (benefit of) income taxes..... | 4.6 | 4.1 |
| Net income..... | 5.7 | 6.0 |
| Pro forma net income..... | 5.7 | 6.0 |

(1) Includes the One-Time Payment.

(2) During 1993 and 1994, the Company was an S corporation and, accordingly, was not subject to federal income taxes. Pro forma net income includes a provision for income taxes at an effective rate of 44.4% for the 11 months ended December 31, 1993 and 39.5% for the year ended December 31, 1994.

The Company has experienced and in the future could experience quarterly variations in revenues as a result of a variety of factors, many of which are outside the Company's control, including: the timing of new contracts, the timing of new product or service offerings or modifications in client strategies; the expiration or termination of existing contracts; the timing of increased expenses incurred to obtain and support new business; changes in the Company's revenue mix among its various service offerings; and the seasonal pattern of certain of the businesses serviced by the Company. In addition, the Company's planned staffing levels, investments and other operating expenditures are based on revenue forecasts. If revenues are below expectations in any given quarter, the Company's financial results would likely be materially adversely affected for that quarter.

For the quarterly periods in 1994, revenues fluctuated principally due to a reduction in services provided for, and the ultimate termination of, a large client program in the first half of 1994. The decrease in revenues from this client program was partially offset in the third quarter of 1994 by revenues from programs for new clients of \$2.6 million and fully offset in the fourth quarter of 1994 by revenues relating to increased services for new and existing clients, aggregating \$3.4 million. The revenue increases throughout 1995 reflect \$6.3 million from increased services provided for existing clients and \$17.8 million from the addition of certain new clients.

In 1994, costs of services declined from 52.5% of revenues in the first quarter to 46.6% in the fourth quarter due to the implementation of certain higher margin programs. Costs of services as a percentage of revenues increased from 46.6% in the fourth quarter of 1994 to 52.5% in the first quarter of 1995. This \$590,000 increase primarily resulted from the increase in the costs allocated to the specific client programs for which the costs were incurred. See the discussion under "1995 Compared to 1994." For the final three quarters of 1995, costs of services ranged between 53.9% and 54.7% of revenues, but declined to 50.8% in the first quarter of 1996 due to increased productivity resulting from higher Call Center capacity utilization. In the second quarter of 1996, the Company commenced significant operations under its first facilities management program, which resulted in an increase in costs of services to 59.3% of revenues.

SG&A expenses increased from 39.6% of revenues in the first quarter of 1994 to 47.8% in the second quarter of 1994 due to a lower revenue base, costs associated with the relocation of the Company's corporate offices to Denver, Colorado and increased management staffing to support the Company's growth. SG&A expenses decreased to 45.8% of revenues in the third quarter of 1994, due principally to lower travel and advertising costs, and 45.9% of revenues in the fourth quarter of 1994 as fixed and semi-variable costs were spread over a larger revenue base. Despite a shift of certain costs from SG&A expenses to costs of services in the first quarter of 1995, SG&A expenses as a percentage of revenues were essentially unchanged due to increased overhead costs associated with establishing the Company's Burbank Call Center without a corresponding increase in revenues for the first quarter of 1995. Once the Burbank Call Center

operational in the second quarter of 1995, SG&A expenses as a percentage of revenues ranged from 35.2% to 36.8% from the second quarter of 1995 through the first quarter of 1996. SG&A expenses decreased to 30.4% of revenues in the second quarter of 1996 due to the full implementation of the Company's first facilities management program, which has lower SG&A expenses than the Company's fully outsourced programs.

Income from operations fluctuated within the quarterly periods primarily based on the factors noted above. Operating income as a percentage of revenues for the second quarter of 1996 decreased from the first quarter of 1996 primarily as a result of costs incurred by the Company in the second quarter of 1996 relating to the rapid expansion of a new program commenced for a major client and, to accommodate such rapid expansion, the relocation to a different Call Center of a smaller client program and related expenses. Additionally, other income (expenses) increased to \$2.3 million in the first quarter of 1995 due to the One-Time Payment. The provision for income taxes in the first quarter of 1995 reflects the impacts of the One-Time Payment and the Company's change from an S corporation to a C corporation.

LIQUIDITY AND CAPITAL RESOURCES

Historically, TeleTech has funded its operations and capital expenditures primarily through cash flow from operations, borrowings under several lines of credit and the sale of \$12.0 million of Preferred Stock in January 1995. The Company has a \$15.0 million unsecured revolving operating line of credit, which expires on May 31, 1998. Borrowings under this line bear interest at various rates that are selected by TeleTech each time a draw is made. At September 30, 1996, there were no outstanding borrowings under this facility. Under this line of credit, the Company has agreed to maintain certain financial ratios and has agreed that, during any fiscal year in which the line remains in place, it will not incur operating lease expenses or make investments in fixed assets or in capital leases in excess of \$15.0 million in the aggregate.

In addition, the Company has two master lease agreements. Under one agreement, the Company may lease equipment up to an aggregate value of \$15.0 million. As of September 30, 1996, amounts outstanding under this agreement were approximately \$9.4 million. Lease rates under this agreement are based upon a 125 basis points spread over 3-year U.S. Treasury notes. Under the second agreement, the Company's borrowings are approved, and specific terms are set, on a case-by-case basis. As of September 30, 1996, the total amount outstanding under this agreement was approximately \$2.0 million.

Cash used in operating activities was \$2.9 million for the first six months of 1996, which primarily is due to the substantial increase in accounts receivable related to the significant increase in revenues. Cash provided by operating activities was \$3.3 million in 1995 and \$3.2 million in 1994. From the beginning of 1994 through the second quarter of 1996, the Company generated an aggregate of \$3.6 million in cash from operating activities, consisting of \$15.9 million of total net income before depreciation, amortization and other non-cash charges, offset in part by \$12.3 million of changes in working capital. Changes in working capital consist primarily of fluctuations in accounts receivable, accounts payable and accruals arising from the growth of the Company's operations.

The amount of cash used by the Company in investing activities was \$450,000 for the first six months of 1996 and \$12.1 million and \$1.9 million for 1995 and 1994, respectively. In the first six months of 1996, the Company's capital expenditures were \$4.0 million, and the Company used \$2.4 million for the Access 24 acquisition. The Company also received \$3.9 million from the sale of a 50% interest in Access 24 U.K. Limited, and short-term investments decreased by \$2.1 million. In 1995, the Company's capital expenditures were \$1.7 million and the Company's short-term investments increased by \$10.4 million. In 1994, capital expenditures were \$1.9 million. Historically, capital expenditures have been, and future capital expenditures are anticipated to be, primarily for the development of Call Center facilities and the acquisition of equipment to support expansion of the Company's existing Call Centers and expansion of and improvements to the Company's call and data management systems and management information systems. Capital expenditures, including new capital leases, equaled \$5.8 million and \$2.1 million in 1995 and 1994, respectively. The Company currently expects total capital expenditures in 1996 to be approximately \$20 million, of which \$14.0 million had been expended as of August 31, 1996. The Company expects that approximately \$5.7 million of such capital expenditures will be used to purchase computer hardware and software and to fund

leasehold improvements required in connection with the expansion of two existing Call Centers during 1996. Such expenditures may be financed with internally generated funds, a portion of the net proceeds of the Offering or through additional borrowings. See "Use of Proceeds."

Cash provided by financing activities for the first six months of 1996 was \$4.5 million, representing borrowings on the Company's line of credit, net of capital lease payments. In addition, in August 1996 the Company received approximately \$52.6 million of net proceeds from the Initial Public Offering, of which \$6.0 million was used to repay outstanding borrowings under the line of credit. In 1995, cash provided by financing activities of \$8.8 million resulted primarily from the sale of \$12.0 million of Preferred Stock in January 1995, which was partially offset by \$2.8 million of loan repayments, tax distributions and dividends paid by the Company to its principal stockholder. In 1994, the Company used \$1.2 million for financing activities, consisting primarily of repayments on the Company's bank line of credit and other long-term debt.

The Company believes that the net proceeds from the Initial Public Offering and the net proceeds from the Offering, if any, together with cash from operations, existing cash and available borrowings under its line of credit and master lease agreements, will be sufficient to finance the Company's current operations, planned capital expenditures and anticipated growth at least through 1997. However, if the Company were to make any significant acquisitions for cash, it may be necessary for the Company to obtain additional debt or equity financing. The Company is engaged in ongoing evaluations of, and discussions with, third parties regarding possible acquisitions; however the Company currently has no definitive agreements with respect to any acquisitions. Any sale of additional equity or equity-related securities could result in additional dilution to the Company's stockholders.

BUSINESS

TeleTech is a leading provider of customer care solutions for Fortune 1000 companies. TeleTech's customer care solutions encompass a wide range of telephone- and computer-based customer acquisition, retention and satisfaction programs designed to maximize the long-term value of the relationships between TeleTech's clients and their customers. Such programs involve all stages of the customer relationship and consist of a variety of customer service and product support activities, such as providing new product information, enrolling customers in client programs, providing 24-hour technical and help desk support, resolving customer complaints and conducting satisfaction surveys. TeleTech works closely with its clients to rapidly design and implement large scale, tailored customer care programs that provide comprehensive solutions to their specific business needs.

TeleTech delivers its customer care services primarily through customer-initiated ("inbound") telephone calls and also over the Internet. Services are provided by trained customer care representatives ("Representatives") in response to an inquiry that a customer makes by calling a toll-free telephone number or by sending an Internet message. Representatives respond to these inquiries from TeleTech call centers ("Call Centers") utilizing state-of-the-art workstations, which operate on TeleTech's advanced technology platform, enabling the Representatives to provide rapid, single-call resolution. This technology platform incorporates digital switching, client/server technology, object-oriented software modules, relational database management systems, proprietary call tracking management software, computer telephony integration and interactive voice response. TeleTech provides services from Call Centers leased and equipped by TeleTech ("fully outsourced") and, beginning in April 1996, also from Call Centers leased and equipped by clients ("facilities management").

TeleTech typically establishes long-term, strategic relationships, formalized by multi-year contracts, with selected clients in the telecommunications, technology, transportation, health care and financial services industries. TeleTech targets clients in these industries because of their complex product and service offerings and large customer bases, which require frequent, often sophisticated, customer interactions. For example, in the second half of 1995 the Company entered into significant, multi-year contracts with CompuServe and United Parcel Service. In the first nine months of 1996, the Company obtained significant, additional business from AT&T and entered into a multi-year contract with the Postal Service.

The Company was founded in 1982 and has been providing inbound customer care solutions since its inception. Between December 31, 1995 and March 31, 1996, the Company opened, acquired or initiated management of six Call Centers. As of October 1, 1996, TeleTech leased or managed ten Call Centers in the United States, two in the United Kingdom and one in each of Australia and New Zealand equipped with a total of 4,976 state-of-the-art workstations. TeleTech currently plans to expand two existing U.S. Call Centers by the end of 1996. In addition, TeleTech has signed leases for two facilities in the United States in which it expects to open additional Call Centers in 1997. In the first six months of 1996, approximately 97% of the Company's call handling revenues were derived from inbound customer inquiries.

INDUSTRY BACKGROUND

Companies today are finding it increasingly difficult to satisfy their customers' needs for service and information. As products and services become more complex and product and service choices multiply, customers require more information to make intelligent purchase decisions and to use products and services properly. In addition, as a result of the growth of consumer sales through direct marketing channels (such as cable television shopping networks, catalogs and the Internet), manufacturers are increasingly required to assume the customer service burden traditionally handled by full service retailers. As a result of these and other factors, the Company believes that consumers consider the relative effectiveness, ease of use and responsiveness of customer service and product support when evaluating comparable products or services, and that superior customer care can provide a competitive advantage. Also, many companies have realized that retaining customers generally is more profitable than acquiring new customers and that high quality customer service is an important factor in customer satisfaction and retention.

Many companies find it difficult to provide high-quality customer service and product support without diverting significant resources away from their core businesses. Historically, companies have provided

customer service in-house because they believed that the "customer interface" was too critical to be outsourced. Many now acknowledge that they do not have the core competencies or are unwilling to invest the substantial resources necessary to provide high-quality, inbound customer care services on a timely, cost effective basis. As a result, a large and rapidly growing customer care outsourcing industry has emerged. Management believes that large corporations are increasingly outsourcing their telephone-based marketing and customer service activities as part of an overall effort to focus internal resources on their core competencies, improve operating efficiencies and reduce costs.

The teleservices industry is highly fragmented with the majority of participants providing a limited range of services. Based on conversations with current and prospective clients, TeleTech believes that companies considering outsourcing their customer care activities increasingly are seeking a strategic partner that can understand their business, can provide a comprehensive range of services, and has the flexibility, management expertise, facilities and technological and training resources to effectively and efficiently serve their customers' long-term needs.

THE TELETECH SOLUTION

TeleTech develops and implements strategic customer care solutions designed to improve the long-term value of its clients' customer relationships by enhancing customer satisfaction and promoting long-term loyalty, which in turn can increase each client's revenues and profitability. The Company devotes significant resources to understanding a client's industry, products, services, processes and culture and then designs programs to (i) improve the quality of customer interactions, (ii) gather customer data and feedback, (iii) reduce the operating costs associated with the delivery of customer service and product support, (iv) minimize the client's required investment in and technology risks associated with operating in-house call centers, (v) eliminate the client's need to manage large numbers of call center employees and (vi) enable clients to focus on their core competencies. These programs enable TeleTech to manage inbound customer interactions in a manner that is seamless with the client's operations and gives customers the impression that they are dealing directly with the client. TeleTech effectively delivers these programs by rapidly deploying the technology and human resources required to implement and manage comprehensive customer care solutions.

TeleTech believes that its willingness to invest resources to identify the customer needs of a potential client and its ability to quickly understand the fundamental operations of a client's business differentiate TeleTech from its competitors and enable it to offer unique and effective customer care solutions and form strategic partnerships with its clients. By fully understanding a client's industry, products, services, processes and culture, TeleTech can design customized solutions that add value to a client's day-to-day interactions with its customers. Additionally, TeleTech's responsive and flexible technology, which can be easily expanded to meet demand, enables it to design customer care programs that can be adapted quickly and cost effectively to meet changing client and customer needs. TeleTech's open-systems, client/server technology can be connected with its clients' information systems, enabling data gathered from customer interactions to be reviewed and analyzed by TeleTech and its clients on a real-time basis.

BUSINESS STRATEGY

Key elements of the Company's business strategy are to:

ENHANCE CLIENTS' RELATIONSHIPS WITH THEIR CUSTOMERS THROUGH INNOVATIVE CUSTOMER CARE SOLUTIONS

The Company believes that enhancing the client's relationship with its customers at each stage of the customer relationship is crucial to providing a value-added solution to a client's customer service and product support needs. TeleTech works closely with its clients to identify the particular needs of their customers, design appropriate solutions and implement tailored customer care programs. TeleTech designs solutions to be cost effective and to improve the quality of customer interactions and foster long-term customer loyalty. As part of its comprehensive solutions, TeleTech collects and provides to its clients customer information that enables its clients to analyze and better manage their customer bases while identifying new revenue generating opportunities.

DEVELOP LONG-TERM STRATEGIC RELATIONSHIPS WITH LARGE CLIENTS IN TARGETED INDUSTRIES

TeleTech seeks to develop long-term strategic relationships with large corporate clients in targeted industries. The Company focuses its marketing efforts on industries containing companies with complex product and service offerings and with large customer bases that require frequent, often sophisticated, customer interactions. To establish long-term strategic relationships with its clients, TeleTech typically enters into multi-year contracts that generate recurring revenues for TeleTech and utilize its technology, human resource and training investments. The Company has established strategic business units ("SBUs"), with dedicated business development personnel, that target clients in the telecommunications, technology, transportation, health care and financial services industries.

APPLY FLEXIBLE, INNOVATIVE TECHNOLOGICAL SOLUTIONS

TeleTech's technological expertise and expandable open-systems, client/server architecture enable it to rapidly design tailored customer care programs, effectively interface with its clients' information systems and adapt quickly to new technologies. The Company seeks to differentiate itself from in-house and independent competitive service providers by creatively employing hardware configurations and software applications to add flexibility and responsiveness to its clients' customer service and product support processes. TeleTech uses its experience in the development of customized software applications by combining industry-leading operating software with its extensive library of proprietary applications to rapidly and cost-effectively design user-friendly custom software applications.

IMPLEMENT AND MAINTAIN SUPERIOR OPERATIONAL PROCESSES

To manage its growth and provide high levels of client service, the Company is committed to implementing and maintaining superior operational processes capable of efficiently executing customer care programs. Recognizing that it is providing one of the client's most important and sensitive functions, the Company adheres to a rigorous framework of quality processes based on ISO 9002, an internationally recognized standard for quality assurance, to ensure successful, consistent delivery of client programs. The Company designs and builds its Call Centers based on a standardized model to provide efficient operations while increasing employee productivity. By linking its Call Centers together into a seamless wide area network (WAN), the Company can rapidly transfer voice and data information to provide additional call capacity and disaster recovery, as needed.

MAINTAIN EXCELLENCE IN HUMAN RESOURCE AND CALL CENTER MANAGEMENT

The Company believes that its ability to attract, hire, train and manage its employees and efficiently manage its Call Centers is critical to developing and maintaining long-term client relationships. TeleTech uses proprietary software to automate much of its hiring, training, quality assurance and staffing management functions. To reduce turnover and improve the quality of its services, the Company devotes significant resources to attracting and hiring skilled employees and provides extensive initial and on-going product and service training. The Company's Representatives generally are full-time and dedicated to a single client program. Representatives receive from one to five weeks of on-site training in TeleTech's or the client's training facilities before interacting with customers, plus a minimum of six to eight hours per month of ongoing training. Representatives often receive supplemental training as needed to provide a specific customer service successfully.

GROWTH STRATEGY

The Company's growth strategy is designed to capitalize on the increasing demand for outsourced customer care solutions and to maintain and expand its leadership position in its industry. The Company's primary growth strategies are to:

EXPAND SERVICES PROVIDED TO EXISTING CLIENTS AND ESTABLISH NEW RELATIONSHIPS IN TARGETED INDUSTRIES

The Company believes it has substantial opportunities to expand services provided to existing clients and obtain new clients within its currently targeted industries. Specifically, the Company is focusing on opportunities to expand existing programs while cross-selling TeleTech's services to other divisions or operations within its existing clients' organizations. For example, TeleTech implemented its initial program

for AT&T in 1991 and has since expanded its relationship to include four separate programs for various AT&T products and services. Through its SBUs, the Company also is focusing on developing new relationships with companies within its targeted industries.

DEVELOP NEW PRODUCTS AND SERVICES

Continued rapid technological advances, coupled with the growth of direct marketing channels, will create new opportunities for TeleTech. TeleTech expects that the introduction of new interactive media will result in more sophisticated types of customer interactions and additional opportunities to provide a wide range of services to customers. TeleTech intends to capitalize on these trends by developing new products and services, such as database marketing and real-time technical and product support for Web sites on the Internet.

EXPAND INTO NEW INDUSTRIES AND GEOGRAPHIC MARKETS

TeleTech has identified additional industries that are experiencing many of the same trends affecting its currently targeted industries and may establish new SBUs to focus on evolving market opportunities. Based on the Company's conversations with current and prospective clients, the Company believes that trends toward increased customer care and recognition of the benefits of outsourcing, which have been experienced in the U.S., are occurring in international markets. TeleTech also believes that many multi-national companies, including several of its existing clients, are seeking a single provider of world-wide customer care solutions. To capitalize on these international opportunities, the Company intends to further expand its operations outside of the United States.

SELECTIVELY PURSUE COMPLEMENTARY ACQUISITIONS

The Company may selectively acquire complementary companies that extend its presence into new geographic markets or industries, expand its client base, add new product or service applications or provide substantial operating synergies. The Company believes that there will be many potential domestic and international acquisition opportunities as the teleservices industry consolidates and as large corporations consider selling their existing call center facilities and operations. For example, the Company may consider acquiring a primarily outbound teleservices provider that could provide substantial operating synergies and improve Call Center utilization during the currently underutilized off-peak (night and weekend) periods resulting from the Company's focus on inbound interactions.

SERVICES

TeleTech offers a wide range of services designed to provide superior customer care. An integral component of these services is process reengineering, by which the Company develops and applies improved processes to make a client's customer service or product support processes more cost-effective, productive and valuable. At the start of a potential new client relationship, TeleTech assesses the client's existing capabilities, goals and strategies, customer service or product support processes and related software, hardware and telecommunications systems and training. After presenting a proposed solution and being awarded a contract, TeleTech works closely with the client to further develop, refine and implement more efficient and productive customer interaction processes and technological solutions that link the customer, the client and TeleTech. These processes generally include the development of event-driven software programs for telephone interactions, where the script being followed by a Representative changes depending upon information contained in the customer file or on information gathered during the Representative's interaction with the customer.

After the Company designs and develops a customer care program, Representatives provide a wide range of on-going voice and data communications services incorporating one or more customer acquisition, service and retention and satisfaction and loyalty programs. In a typical inbound customer interaction, a customer calls a toll-free number to request product, service or technical information or assistance. TeleTech's advanced telecommunications system automatically identifies each inbound call by its telephone number and routes the call to an appropriate Representative who is trained for that particular client program. Upon receipt of the call, the Representative's computer screen automatically displays the client's specific product, service or technical information to enable the Representative to assist the customer.

Each customer interaction, even in its simplest form, presents TeleTech and its clients with an opportunity to gather valuable customer information, including the customer's demographic profile and preferences. This information can prompt the Representative to make logical, progressive inquiries about the customer's interest in additional services, identify additional revenue generating and cross-selling opportunities or resolve other customer issues relating to a client's products or services. TeleTech frequently provides several of the services listed below in an integrated program tailored to its clients' needs.

CUSTOMER ACQUISITION PROGRAMS. Customer acquisition programs are designed to secure new customers and can include a wide range of activities depending upon the customer inquiry. A sampling of these services includes:

- providing pre-sales product or service education
- processing and fulfilling information requests for product or service offerings
- verifying sales and activating services
- directing callers to product or service sources
- receiving orders for and processing purchases of products or services
- providing initial post-sales support, including operating instructions for new product or service use

CUSTOMER SERVICE AND RETENTION PROGRAMS. Customer service and retention programs are designed to maintain and extend the customer relationship and maximize the long-term value of a client's relationships with its customers. These programs are generally driven by the customer's purchase of a product or service, or by the customer's need for on-going help-desk resources. The majority of the Company's revenues are generated by the provision of customer service and retention programs. A sampling of these services includes:

- providing technical help desk, product or service support
- activating product or service upgrades
- responding to billing and other account inquiries
- resolving complaints and product or service problems
- registering warranty information
- dispatching on-site service

CUSTOMER SATISFACTION AND LOYALTY PROGRAMS. Customer satisfaction and loyalty programs enable clients to learn from their customers, to be more responsive to the customer's needs and concerns and to reward customers for their continued patronage. A sampling of these services includes:

- responding to client promotional, affinity-building programs
- developing and implementing client-branded loyalty programs
- conducting satisfaction assessments
- confirming receipt of promised products or services
- reserving and reconfirming space at product or service seminars

An example of a client-branded loyalty program is TeleTech's Emergency Home Assist, which it implements for many of Australia's leading insurers and financial institutions. Under Emergency Home Assist, if, for example, a storm damages the roof of a customer insured by a TeleTech client, the customer calls the toll-free number provided by the client. A Representative answers the telephone on the client's behalf and contacts, books and dispatches tradesmen to the customer's home to make repairs, while simultaneously opening an insurance claims file. TeleTech's insurance company client, which directly pays

the tradesmen's invoices, is positioned as a caring, total solution provider, rather than just a reimbursement agent. In addition, the insurer is able to control costs by its early intervention and contracting in advance with qualified tradesmen to provide services at a reasonable price.

MARKETS AND CLIENTS

TeleTech focuses its marketing efforts on Fortune 1000 companies in the telecommunications, technology, transportation, health care and financial services industries, which accounted for approximately 27%, 24%, 24%, 12% and 6%, respectively, of the Company's revenues in 1995 on a pro forma basis reflecting the Company's acquisition of Access 24 as if it had occurred on January 1, 1995 and approximately 20%, 41%, 23%, 7% and 6%, respectively, of the Company's revenues in the first six months of 1996. To provide effective customer care solutions, TeleTech has developed a separate SBU to serve each of these industries. Each SBU is comprised of dedicated business development personnel and client service specialists, most of whom have prior industry experience. The SBUs are responsible for developing and implementing customized, industry-specific customer service and product support for clients in their respective target industries. TeleTech's health care and financial services SBUs were introduced only recently and are still in the development stage.

The Company's three largest clients in 1995 were AT&T, Continental Airlines and Apple Computer, Inc., which accounted for approximately 31% (including 11% for its subsidiary McCaw Communications d/b/a Cellular One), 18% and 9%, respectively, of the Company's 1995 revenues. The Company expects that its three largest clients in 1996, AT&T, CompuServe and United Parcel Service, which accounted for approximately 31%, 19% and 12%, respectively, of the Company's revenues in the first six months of 1996, will account for an even greater percentage of the Company's revenues than its three largest clients in 1995. See "Risk Factors--Reliance on a Few Major Clients."

TELECOMMUNICATIONS. The Telecommunications SBU primarily services long-distance, local and wireless telephone service providers, including AT&T and certain regional Bell operating companies. Services include verifying long-distance service sales, responding to customer inquiries, providing consumer and business telephone service account management and providing on-going product and service support. TeleTech believes that the Telecommunications Act of 1996, which has removed barriers to competition in and between the local and long-distance telephone markets, and the development of new wireless products, including those utilizing personal communication services (PCS) technology, is expanding the breadth of products and services that require customer service and support and will create additional demand for TeleTech's services within the telecommunications market.

TECHNOLOGY. The growth of high technology products and service, including Internet-related products and services, has increased demand for consumer and technical product support services. Clients include AT&T, CompuServe, Apple Computer, Inc. and Novell. The Company currently provides telephone and real-time, on-line interactive support to customers of AT&T and to subscribers of CompuServe's WOW! service. TeleTech intends to utilize its technological capabilities to serve customers over the Internet and is exploring business opportunities related to new interactive media.

TRANSPORTATION. TeleTech's Transportation SBU provides a variety of services to clients in the package delivery and travel industries. In October 1995, TeleTech was awarded a contract to manage several Call Centers and provide customer service and support on behalf of United Parcel Service, one of the nation's largest parcel delivery companies. Under its five-year contract, TeleTech provides services to United Parcel Service from three Call Centers leased by United Parcel Service but staffed and managed by TeleTech. TeleTech also provides reservation call handling services for Reno Air and Midway Airlines. In September 1996, the Postal Service awarded TeleTech a contract to staff and manage the Postal Service's Call Center in Denver, Colorado and to provide customer service and support to Postal Service customers. The Postal Service contract has an initial two-year term and is renewable by the Postal Service for up to three additional one-year terms. See "--Case Study."

HEALTH CARE. TeleTech provides customer care solutions on behalf of health care providers in the United Kingdom, Australia and New Zealand, including Medical Benefits Funds of Australia Limited, Hospital Benefits Fund of Western Australia, Inc., Southern Cross Medical Care Society and PPP. These

services include emergency and non-emergency medical information and referral services, information and assistance to parents of newborns, information about drug interventions, referrals to community support organizations such as home care, child care and counseling options, and medical claims review services. The Company provides these services to customers by means of telephone access to registered nurses, counselors, pharmacists, medical librarians, dieticians and other specially trained Representatives. TeleTech expects to begin to provide comparable services in the U.S. market. In November 1996, TeleTech expects to begin providing telephone-based health care counseling and information services to customers or members of HDI's clients, which include corporations and health maintenance organizations. Pursuant to a three-year facilities management agreement with HDI, nurses and other health care professionals employed by TeleTech will answer customers' questions regarding a variety of health care and medical concerns, including common ailments, nutritional matters and health care options and risks. See "--International Operations" and "Risk Factors -- Health Care Regulation and Risk Management."

FINANCIAL SERVICES. From its Call Centers in Australia and New Zealand, TeleTech provides customer care solutions to customers of insurance company and automobile club clients, such as Mercantile Mutual Insurance (Australia) Ltd, Zurich Australian Insurance Ltd and Royal Automobile Club of Victoria (RACV) Insurance Pty Ltd ("RACV"). Solutions include providing emergency home repair assistance, responding to customer inquiries regarding property damage and insurance coverage, procuring emergency roadside automobile and medical assistance and facilitating motor vehicle insurance claims. TeleTech believes that many of these customer care solutions are readily transferable to the U.S. market. TeleTech also is developing new and more responsive delivery capabilities to satisfy the demands of financial institutions seeking to reduce customer reliance on face-to-face interactions and increase customer utilization of electronic and telephone banking and automated teller machines. See "--International Operations."

CASE STUDY

In 1994, United Parcel Service operated regional Customer Service Telephone Centers across the United States that provided customers with information regarding package pick-ups and deliveries, package tracking and tracing and rate information. To reengineer its telephone-based customer service and support strategy, United Parcel Service consolidated these regional centers into seven national centers and decided to outsource the facilities management and staffing functions. United Parcel Service benchmark studies led to the conclusion that this reengineering would result in significant quality improvements while creating a more efficient and much less costly operation.

In October 1995, after a competitive bidding process, TeleTech was awarded a five-year contract to staff and manage three United Parcel Service customer service telephone centers and was granted the option to manage a fourth facility if United Parcel Service requires additional capacity. By April 1996, TeleTech began operating Call Centers in Tucson, Arizona and Greenville, South Carolina. In June 1996, TeleTech opened a third Call Center in Tampa, Florida.

Telephone calls from United Parcel Service customers primarily consist of customer service and package tracking inquiries. TeleTech Representatives assist customers by scheduling package pick ups, tracking packages, calculating shipping rates, explaining package insurance options, describing types of service and rates and answering other types of inquiries.

TeleTech recruits, interviews, hires, and trains all personnel for the United Parcel Service Call Centers. To manage the considerable human resources and facilities management tasks associated with a customer care and support program of this magnitude and complexity, TeleTech identified and hired a separate project management team to launch and direct the program. TeleTech utilizes automated systems to electronically screen and assess the qualifications of job applicants and is working in concert with United Parcel Service to develop innovative technology to further optimize the call handling process.

TeleTech's contract with United Parcel Service has an initial term of five years and may be extended by mutual written agreement for successive four-year periods. So long as the agreement remains in effect, TeleTech has agreed not to perform services for certain competitors of United Parcel Service that are similar to the services TeleTech performs for United Parcel Service, if such competitors may gain access to or benefit from proprietary information of United Parcel Service as a result of TeleTech's performance of such services.

SALES AND MARKETING

As most companies consider the customer care function to be critical, the Company's business development personnel generally focus their marketing efforts on potential clients' senior executives. TeleTech hires business development personnel for each SBU who have substantial industry expertise and can identify and generate sales leads.

TeleTech employs a consultative approach to assess the current and prospective needs of a potential client. Following initial discussions with a client, a carefully chosen TeleTech team, usually comprised of applications and systems specialists, operations experts, human resources professionals and other appropriate management personnel, thoroughly studies the client's operations. The Company invests significant resources during the development of a client relationship to understand the client's existing customer service processes, culture, decision parameters and goals and strategies. TeleTech assesses the client's customer care needs and, with input from the client, develops and implements tailored customer care solutions.

As a result of its consultative approach, TeleTech can identify new revenue generating opportunities, customer communication possibilities and product or service improvements previously overlooked or not adequately addressed by the client. TeleTech's technological capabilities enable it to develop working prototypes of proposed customer care programs and to rapidly implement strategic customer care solutions, generally with minimal capital investment by the client.

TeleTech generally provides customer care solutions pursuant to written contracts with terms ranging from one to five years, which often contain renewal or extension options. Under substantially all of its significant contracts, TeleTech generates revenues based on the amount of time Representatives devote to a client's program. In addition, clients typically are required to pay fees relating to TeleTech's training of Representatives to implement the client's program, set-up and management of the program, and development of computer software and technology. TeleTech utilizes a standard Form of Client Services Agreement ("CSA") in contractual negotiations with its clients. The CSA contains provisions that (i) allow TeleTech or the client to terminate the contract upon the occurrence of certain events, (ii) designate the manner by which TeleTech is to receive payment for its services, (iii) limit TeleTech's maximum liability to the client thereunder, and (iv) protect the confidentiality and ownership of information and materials owned by TeleTech or the client that are used in connection with the performance of the contract. Many of TeleTech's contracts also require the client to pay TeleTech a contractually agreed amount in the event of early termination. TeleTech's contracts generally have terms of at least two years and, in some cases, contain contractual provisions adjusting the amount of TeleTech's fees if there are significant variances from estimated implementation expenses.

OPERATIONS

TeleTech provides its customer care services through the operation of state-of-the-art Call Centers located in the United States, the United Kingdom, Australia and New Zealand. As of October 1, 1996, TeleTech leased ten Call Centers and also managed three Call Centers on behalf of United Parcel Service. In November 1996, TeleTech expects to commence management of a Call Center on behalf of HDI and, in the second half of 1996, TeleTech plans to expand two existing U.S. Call Centers. TeleTech has signed leases for two facilities in the United States in which it expects to open additional Call Centers in 1997. See "-- Facilities."

TeleTech uses its standardized development procedures to minimize the time it takes to open a new Call Center. The Company applies predetermined site selection criteria to identify locations conducive to operating large scale, sophisticated customer care facilities in a cost-effective manner. TeleTech can establish a new, fully operational, inbound Call Center containing 450 or more workstations within 90-150 days. In the last 18 months, TeleTech established five Company-leased Call Centers and three United Parcel Service-owned Call Centers, including a total of approximately 3,580 workstations.

The Company's four leased and fully constructed U.S. Call Centers range in size from 26,000 to 56,000 square feet and contain between 406 and 577 production workstations. Thornton Call Center 2 and the Van Nuys Call Center, although operational, are still under construction and, when completed, are expected to

contain 267 and 325 workstations, respectively. Although the dimensions of its existing Call Centers currently are not uniform, the Company has developed a prototype for TeleTech-leased U.S. Call Centers. The Company expects that new U.S. Call Centers will contain approximately 50,000 square feet of space and approximately 450 workstations. Call Center capacity can vary based on the complexity and type of customer care programs provided. All TeleTech Call Centers are designed to operate 24 hours a day, seven days a week. TeleTech received ISO 9002 certification for its Burbank Call Center in 1995 and currently is involved in a Company-wide ISO 9002 certification process. See "--Facilities."

CALL CENTER MANAGEMENT. TeleTech manages its U.S. Call Centers through its Technology Command Center in Colorado (the "Command Center"). The Command Center operates 24 hours per day, 7 days a week, and is responsible for monitoring, coordinating and managing TeleTech's U.S. operations. Each U.S. Call Center is connected to the Command Center and to other U.S. Call Centers through multiple fiber optic voice/data T-1 circuits to form an integrated and redundant wide area network. This network connectivity provides a high level of security and redundancy that is integral to TeleTech's ability to ensure recovery capabilities in the event of a disaster or structural failure. If a Call Center were to experience extreme excess call volume or become non-operational, the Command Center is configured to re-route incoming calls to another Call Center.

TeleTech also has established a set of uniform operational policies and procedures to ensure the consistent delivery of high-quality service at each Call Center. These policies and procedures detail specific performance standards, productivity and profitability objectives and daily administrative routines designed to ensure efficient operation. TeleTech believes that recruiting, training and managing full-time Representatives who are dedicated to a single client facilitates integration between client and Representative, enhances service quality and efficiency and differentiates TeleTech from its competitors.

TeleTech utilizes a number of sophisticated applications designed to minimize administrative burdens and maximize productivity. Such applications include a proprietary, "agent performance system" that tracks Representative activity at each workstation and a proprietary billing system that tracks time spent on administration, training, data processing and other processes conducted in support of client or internal tasks.

QUALITY ASSURANCE. TeleTech monitors and measures the quality and accuracy of its customer interactions through a quality assurance department located at each Call Center. Each department evaluates, on a real-time basis, at least 1.5% of all calls per day. TeleTech also has the capabilities to enable its clients to monitor customer interactions as they occur. Quality assurance professionals monitor customer interactions and simultaneously evaluate Representatives according to criteria mutually determined by the Company and the client. Representatives are evaluated and provided with feedback on their performance on a weekly basis and, as appropriate, recognized for superior performance or scheduled for additional training and coaching.

TECHNOLOGY

Utilizing industry standard tools, the Company creates relational database management systems customized for each client. These systems enable it to track the details of each customer interaction and consolidate that information into a customer file, which can be accessed and referred to by Representatives as they deliver services. TeleTech Call Centers employ state-of-the-art technology that incorporates digital switching technology, object-oriented software modules, relational database management systems, proprietary call tracking and workforce management systems, CTI and interactive voice response. TeleTech's digital switching technology enables calls to be routed to the next available Representative with the appropriate knowledge, skill and language sets. Call tracking and workforce management systems generate and track historical call volumes by client, enabling the Company to schedule personnel efficiently to accommodate anticipated fluctuations in call volume. This technology base enables TeleTech to provide single call resolution and decrease customer hold times, thereby enhancing customer satisfaction.

TeleTech-leased Call Centers utilize "Universal Representative" workstations with inbound, outbound, Internet and faxback capabilities, the majority of which run on Pentium-Registered Trademark--based computers. All workstations are PC-based and utilize CTI technology, which connects the computer to a telephone switch allowing calls and computer data to be transferred simultaneously. By using simple, intuitive graphical user interfaces (GUI), which substitute easy to understand graphics for text, TeleTech enables its Representatives to focus

on assisting the customer, rather than on the technology, and obtain customer information using significantly fewer keystrokes. The user-friendly interface also helps to decrease training time and increase the speed of call handling.

TeleTech's applications software uses products developed by Microsoft, Oracle, Novell, IBM and others. TeleTech has invested significant resources in designing, developing and debugging industry-specific and open-systems software applications and tools. As a result, TeleTech maintains an extensive library of reusable object-oriented software codes that are used by TeleTech's applications development professionals to develop customized customer care software. TeleTech's systems capture and download a variety of information obtained during each customer interaction into relational databases for real-time, daily, weekly or monthly reporting to clients. TeleTech runs its applications software on open-systems, client-server architecture that utilizes computer processors, server components and hardware platforms produced by manufacturers such as Compaq, Hewlett Packard, IBM and Sun Microsystems. TeleTech has and will continue to invest significant resources into the development of new and emerging customer care and technical support technologies.

HUMAN RESOURCES

TeleTech's success in recruiting, hiring and training large numbers of skilled employees is critical to its ability to provide high-quality customer care solutions to its clients. TeleTech generally locates its Call Centers in metropolitan areas that have access to higher education and a major transportation infrastructure. TeleTech generally offers a competitive pay scale, hires primarily full-time employees who are eligible to receive the full range of employee benefits and provides employees with a clear, viable career path.

TeleTech is committed to the continued education and development of its employees and believes that providing TeleTech employees with access to new learning opportunities produces job satisfaction, ensures a higher quality labor force and fosters loyalty between TeleTech's employees and the clients they serve. Before taking customer calls, Representatives receive from one to five weeks of on-site training in TeleTech's or the client's training facilities to learn about the client's corporate culture, specific product or service offerings and the customer care program that TeleTech and the client will be undertaking. Representatives also receive a minimum of six to eight hours of on-going training per month and often receive supplemental laboratory training as needed to provide high-quality customer service and product support.

As of September 30, 1996, TeleTech had 6,244 employees. Of its total employees, 4,323 were full-time Representatives, constituting 78% of its total Representatives. Although the Company's industry is very labor intensive and has experienced significant personnel turnover, the Company believes that its quality of life initiatives and its high percentage of full-time Representatives has resulted in relative stability in its work force. A significant increase in the Company's employee turnover rate, however, could increase the Company's recruiting and training costs and decrease operating effectiveness. None of TeleTech's employees are subject to a collective bargaining agreement and TeleTech believes its relations with its employees are good. See "Risk Factors--Dependence on Labor Force."

INTERNATIONAL OPERATIONS

TeleTech leases and operates one Call Center in each of the United Kingdom, Australia and New Zealand, and jointly leases and operates, through the Company's joint venture with PPP Healthcare Group plc ("PPP"), one of the largest private medical insurers in the United Kingdom, a Call Center located in the United Kingdom. In January 1996, TeleTech acquired Access 24, a leading provider of customer care solutions to Australian and New Zealand companies primarily in the health care and financial services industries. The operations of Access 24 have been substantially integrated with TeleTech's operations through the standardization of Access 24's technology, workstation configuration, business processes and operational and financial reporting with the Company's systems. Pursuant to its facilities management agreement with HDI, the Company expects to begin to provide in November 1996 health care services in the United States similar to those offered by Access 24. See "Risk Factors--Difficulties of Completing and Integrating Acquisitions and Joint Ventures."

On April 30, 1996, TeleTech entered into a joint venture with PPP, which currently serves more than 2.3 million customers throughout the United Kingdom and owns long-term health insurance, dental care and finance companies. TeleTech and PPP have agreed to provide, exclusively through the joint venture and initially solely in the United Kingdom and Ireland, distinct, value-added customer care services. The joint venture, which operates from a 64-workstation Call Center located in London, currently provides services only to PPP customers but intends to eventually offer its services to customers of other companies. Apart from the joint venture, TeleTech provides traditional outsourcing services in the United Kingdom, similar to the type TeleTech provides in the United States. TeleTech intends to develop a traditional customer care outsourcing business in Australia and New Zealand. See "Business--Services" and "Risk Factors--Difficulties of Completing and Integrating Acquisitions and Joint Ventures."

COMPETITION

The Company believes that it competes primarily with the in-house teleservices and customer service operations of its current and potential clients. TeleTech also competes with certain companies that provide teleservices and customer services on an outsourced basis, including Access Health, Inc., APAC Teleservices, AT&T American Transtech, Electronic Data Systems, MATRIX Marketing Inc., Precision Response Corporation, SITEL Corporation, STREAM and Sykes Enterprises Incorporated. TeleTech competes primarily on the basis of quality and scope of services provided, speed and flexibility of implementation and technological expertise. Although the teleservices industry is very competitive and highly fragmented with numerous small participants, management believes that TeleTech generally does not directly compete with traditional telemarketing companies, which provide primarily outbound "cold calling" services.

FACILITIES

TeleTech's corporate headquarters are located in Denver, Colorado in approximately 27,000 square feet of leased office space, with an adjacent 55,000 square foot, 523 workstation Call Center. As of October 1, 1996, TeleTech leased (unless otherwise noted) and operated the following Call Centers, containing an aggregate of approximately 622,736 square feet:

| LOCATION | YEAR OPENED OR ACQUIRED | NUMBER OF PRODUCTION WORKSTATIONS | NUMBER OF TRAINING WORKSTATIONS(1) | TOTAL NUMBER OF WORKSTATIONS |
|--|----------------------------|---|---------------------------------------|------------------------------------|
| ----- | | | | |
| U.S. CALL CENTERS (2) | | | | |
| Sherman Oaks, California..... | 1985 | 577 | 90 | 667 |
| Denver, Colorado..... | 1993 | 447 | 76 | 523 |
| Burbank, California..... | 1995 | 406 | 57 | 463 |
| Thornton, Colorado--Center 1 (3)..... | 1996 | 454 | 58 | 512 |
| Thornton, Colorado--Center 2 (3)(4)..... | 1996 | 4 | 90 | 94 |
| Van Nuys, California (5)..... | 1996 | 137 | -- | 137 |
| INTERNATIONAL CALL CENTERS | | | | |
| Sydney, Australia (6)..... | 1996 | 100 | 25 | 125 |
| London, United Kingdom -- | | | | |
| Center 1 (6)(7)..... | 1996 | 64 | -- | 64 |
| Auckland, New Zealand (6)..... | 1996 | 14 | 3 | 17 |
| London, United Kingdom -- | | | | |
| Center 2 (8)..... | 1996 | 72 | 20 | 92 |
| MANAGED CALL CENTERS (9) | | | | |
| Greenville, South Carolina..... | 1996 | 630 | 94 | 724 |
| Tucson, Arizona..... | 1996 | 628 | 162 | 790 |
| Tampa, Florida..... | 1996 | 610 | 158 | 768 |
| | | ---- | ---- | ---- |
| Total number of workstations..... | | 4,143 | 833 | 4,976 |
| | | ---- | ---- | ---- |
| | | ---- | ---- | ---- |

(1) The training workstations are fully operative as production workstations when necessary.

(FOOTNOTES CONTINUED ON NEXT PAGE)

- (2) In the third quarter of 1996, the Company executed two leases for a facility in each of Moundsville, West Virginia and Niagara Falls, New York. The Company intends to open a 450-workstation Call Center in each location in 1997.
- (3) TeleTech commenced operations on the second floor of the Thornton Call Center in April 1996 and, in September 1996, commenced operations on the first floor of the facility. TeleTech operates each floor in the Thornton facility as an independent Call Center and each of Thornton Call Center 1 and Thornton Call Center 2 employs its own Call Center management and Representatives.
- (4) Thornton Call Center 2, although operational, is still under construction and, when completed, is expected to contain 267 operational workstations. TeleTech expects to complete the build-out of Thornton Call Center 2 by the end of 1996.
- (5) The Van Nuys Call Center was opened in July 1996 and currently contains 13,000 square feet. Although only 137 workstations currently are operational, the Company expects that the Van Nuys Call Center will have 325 operational workstations and 39,300 square feet when fully constructed. The Company expects to complete the build-out of the Van Nuys Call Center by the end of 1996.
- (6) Acquired January 1, 1996 through TeleTech's acquisition of Access 24. See "--International Operations."
- (7) Managed through the Company's joint venture with PPP. See "--International Operations."
- (8) Apart from the services it provides through the joint venture with PPP, the Company provides traditional outsourcing services in the United Kingdom from a facility adjacent to the Call Center operated by the joint venture.
- (9) Managed by TeleTech on behalf of its clients pursuant to facilities management agreements. The Greenville, Tucson and Tampa Call Centers are managed by TeleTech on behalf of United Parcel Service. In November 1996, the Company expects to begin managing a Call Center located in Golden, Colorado on behalf of HDI. Pursuant to its contract with the Postal Service, the Company will manage a 500-workstation Call Center in Denver, Colorado which is expected to open in December 1996 but will not be fully operational until the first quarter of 1997.

The leases for TeleTech's U.S. Call Centers have terms ranging from one to ten years and generally contain renewal options. Pursuant to its agreement with United Parcel Service, if United Parcel Service opens another call center, TeleTech has the option to staff and manage such Call Center. TeleTech will manage this additional Call Center pursuant to the same terms and conditions as the three Call Centers currently managed by TeleTech for United Parcel Service, unless the nature of the services to be provided at such Call Center is significantly different.

The Company believes that its existing Call Centers are suitable and adequate for its current operations and that each Call Center currently is substantially or fully utilized during peak (weekday) periods. The Company believes that additional Call Center capacity, including the expansion of two existing Call Centers expected to occur by the end of 1996, will be required to support continued growth. Due to the inbound nature of the Company's business, the Company experiences significantly higher capacity utilization during peak periods than during off-peak (night and weekend) periods. The Company has been and will be required to open or expand Call Centers to create the additional peak period capacity necessary to accommodate new or expanded customer care programs. The opening or expansion of a Call Center may result, at least in the short-term, in excess capacity during peak periods until any new or expanded program is fully implemented. The Company may consider acquiring a complementary service provider, such as a company that provides primarily outbound teleservices, and enter into additional contracts to provide certain outbound customer care services, to improve Call Center utilization during off-peak periods. See "Risk Factors--Difficulties of Managing Rapid Growth."

SEASONALITY

The Company's business historically has not been subject to seasonal fluctuations or risks related to weather; however the businesses of certain of the Company's clients, especially those in the transportation and financial services industries, may be subject to such fluctuations and risks. Although the seasonal nature and weather-dependency of its clients' businesses has not had a material effect on the Company's revenues or operating profits to date, the Company expects that its contracts with United Parcel Service and, to a lesser extent, the Postal Service will result in quarterly variations in revenues, especially in the fourth and, to a lesser extent, the first quarter of each year, due to increased demand for such clients' services during the holiday period.

INTELLECTUAL PROPERTY

The Company's customer care programs frequently incorporate proprietary and confidential information. The Company has adopted non-disclosure safeguards to protect such information, such as requiring those of its employees, clients and potential clients who may have access to proprietary and confidential information to execute confidentiality agreements with the Company. Although there can be no assurance that the safeguards taken by the Company will be adequate to deter misappropriation of its proprietary information, the Company believes that the rapid pace of technological change and the knowledge, ability and experience of its employees are more significant to the protection of its proprietary information than legal or business protections. See "Business--Operations" and "Business--Technology."

LEGAL PROCEEDINGS

From time to time the Company is involved in litigation, most of which is incidental to its business. In the Company's opinion, no litigation to which the Company currently is a party is likely to have a material adverse effect on the Company's results of operations or financial condition.

MANAGEMENT

EXECUTIVE OFFICERS AND DIRECTORS

The following table sets forth certain information with respect to the executive officers and directors of the Company:

| NAME | AGE | POSITION |
|-----------------------|-----|--|
| Kenneth D. Tuchman | 36 | Chairman of the Board, President, Chief Executive Officer and Director |
| Joseph D. Livingston | 51 | Senior Vice President and Chief Operating Officer |
| Steven B. Coburn | 43 | Chief Financial Officer |
| Rod Dammeyer (1) | 55 | Director |
| Alan Silverman (1)(2) | 52 | Director |
| Stuart M. Sloan (2) | 52 | Director |
| Samuel Zell | 55 | Director |

(1) Member of the Audit Committee of the Board of Directors.

(2) Member of the Compensation Committee of the Board of Directors.

MR. TUCHMAN founded TeleTech and has served as its Chairman of the Board of Directors, President and Chief Executive Officer since TeleTech's formation in December 1994. Mr. Tuchman also is the founder and has served as the President and Chief Executive Officer of each of TeleTech Telecommunications, Inc. and TeleTech Teleservices, Inc., two operating subsidiaries of TeleTech, since their formation in October 1982 and November 1992, respectively.

MR. LIVINGSTON has served the Company since February 1992 in various capacities, including as Senior Vice President and Chief Operating Officer and previously as Vice President of Operations and Technology. From 1989 to 1992, Mr. Livingston was the Director of MIS Systems & Operations of Livestone Corporation, a division of American Eastern Securities, and from 1985 to 1989 he was employed by Coopers & Lybrand, an international accounting firm, as Director of West Region MIS and Strategic Management Services for International Business.

MR. COBURN has served as Chief Financial Officer of the Company since October 1995. From October 1989 to September 1995, Mr. Coburn was employed by U S West, a diversified telecommunications company, and various of its affiliates, during which time he served as Finance Director and Chief Financial Officer of Interactive Video Enterprises, as Finance Director of U S West Marketing Resources Group and as Finance Director and Controller of U S West Marketing Services. In 1993, Mr. Coburn established and managed the finance, accounting and treasury activities of U S West Polska, a start up operation in Warsaw, Poland.

MR. DAMMEYER was elected as a director in September 1996. Since 1985, Mr. Dammeyer has served as the President and as a director of Anixter International Inc., a provider of integrated network and cabling solutions, and has served as its Chief Executive Officer since 1993. Mr. Dammeyer also is a director of Antec Corporation, an international communications technology company, Capsure Holdings Corp., a holding company whose principal subsidiaries are specialty property and casualty insurers, Falcon Building Products, Inc., a manufacturer and supplier of building products, IMC Global Inc., a holding company whose principal subsidiaries produce phosphate chemicals, Jacor Communications, Inc., an owner and operator of radio stations nationwide, Lukens, Inc., a steel producer, Revco D.S., Inc., a drug store chain, and Sealy Corporation Inc., a maker of bedding and related products. Mr. Dammeyer also is a trustee of Van Kampen American Capital, Inc., a closed end investment company.

MR. SILVERMAN, who has served as a director of TeleTech since January 1995, is an independent investor and has been a director of Exhibition Video International, a company that is developing technology for satellite and video transmissions, since 1992. Mr. Silverman has served since 1970 as a director and is

President of Essaness Theatres Corporation ("Essaness"), an investment holding company. Mr. Silverman is a director of Keystone Biomedical, Inc., a company that develops, tests and licenses pharmaceutical agents, and, since 1980, has been a director of Video 44, a Hispanic television broadcasting company. Mr. Silverman also serves as a director of various private corporations.

MR. SLOAN was elected as a director in September 1996. Since 1984, Mr. Sloan has served as a director of Quality Food Centers, Inc., an independent retail grocery chain, and has served as its Chairman of the Board since June 1986 and as its Chief Executive Officer from April 1991 to September 1996. Mr. Sloan is a founder of Egghead Software, a national retailer of software and related computer products, and, at various times from 1984 to 1992, served as a director and as its Chief Executive Officer and Chairman of the Board. Mr. Sloan is a director of Anixter International Inc., a provider of integrated network and cabling solutions, and also serves as a director of various private corporations.

MR. ZELL has served as a director of TeleTech since January 1995. Mr. Zell is Chairman of the Board of Directors of Equity Group Investments, Inc., an owner, manager and financier of real estate and corporations. Mr. Zell serves as Chairman of the Board of Directors of Anixter International Inc., a provider of integrated network and cabling solutions, American Classic Voyages Co., an owner and operator of cruise lines, and Manufactured Home Communities, Inc., a real estate investment trust specializing in the ownership and management of manufactured home communities, and as Chairman of the Board of Directors and Chief Executive Officer of Capsure Holdings Corp., a holding company whose principal subsidiaries are specialty property and casualty insurers. Mr. Zell also serves as Chairman of the Board of Trustees of Equity Residential Properties Trust, an owner and operator of multifamily residential properties, and as Co-Chairman of the Board of Revco D.S., Inc., a drug store chain. Mr. Zell is a director of Quality Food Centers, Inc., an independent supermarket chain, Sealy Corporation, a maker of bedding and related products, and Ramco Energy plc, an independent oil company based in the United Kingdom. Mr. Zell was President of Madison Management Group, Inc., a holding company of low-tech manufacturing companies ("Madison"), prior to October 4, 1991. Madison filed a petition for reorganization under the Federal bankruptcy laws in November 1991.

ARRANGEMENTS FOR NOMINATION AS DIRECTOR

Directors are elected at each annual meeting of stockholders of the Company to serve for one-year terms.

In connection with the sale of its Preferred Stock in January 1995, certain stockholders of TeleTech executed an agreement (the "Investment Agreement") pursuant to which they agreed to elect each year to TeleTech's Board of Directors up to five individuals designated by Mr. Tuchman and up to two individuals nominated by Essaness and TeleTech Investors General Partnership, a partnership comprised of employees and various entities affiliated with Mr. Zell, and other accredited investors, many of whom have historically invested together ("TIGP"). Of the current directors of TeleTech, Mr. Zell was elected as a nominee of TIGP and Essaness, and Messrs. Tuchman and Silverman were elected as nominees of Mr. Tuchman. The rights and obligations of Mr. Tuchman, TIGP and Essaness to elect directors under the Investment Agreement terminated upon, and TIGP was dissolved shortly after, the closing of the Initial Public Offering.

COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors has standing Audit and Compensation Committees, which assist the Board in the discharge of its responsibilities. Members of each such committee are elected by the Board at its first meeting following the annual meeting and serve for one year terms.

The Audit Committee reports to the Board regarding the appointment of the independent public accountants of TeleTech, the scope and fees of the prospective annual audit and the results thereof, compliance with TeleTech's accounting and financial policies and management's procedures and policies relative to the adequacy of TeleTech's internal accounting controls. The current members of the Audit Committee are Rod Dammeyer and Alan Silverman, neither of whom is an employee of TeleTech.

The Compensation Committee reviews and approves the annual salary and bonus for each executive officer (consistent with the terms of any applicable employment agreement), reviews, approves and recommends terms and conditions for all employee benefit plans (and changes thereto) and administers the Option Plan and such other employee benefit plans as may be adopted by TeleTech from time to time. The current members of the Compensation Committee are Alan Silverman and Stuart Sloan, neither of whom is an employee of TeleTech.

COMPENSATION OF DIRECTORS

TeleTech does not pay its directors a fee for their services as such; however, all directors are reimbursed for travel expenses incurred in attending board and committee meetings.

The TeleTech Holdings, Inc. Directors Stock Option Plan, which was approved by the Board of Directors and the stockholders of the Company effective January 1996 (the "Directors Option Plan"), provides for the automatic annual grant, to each director who is neither an employee of the Company nor, after this Offering, the beneficial owner of 5% or more of the outstanding Common Stock, of options to acquire shares of Common Stock. A total of 750,000 shares of Common Stock are reserved for issuance pursuant to options granted under the Directors Option Plan. All options granted under the Directors Option Plan are non-qualified options that are not intended to qualify under Section 422 of the Code.

The Directors Option Plan currently provides that each eligible director will receive options to acquire (i) 12,500 shares of Common Stock upon such director's initial election, after the effective date of the plan, to the Board of Directors and (ii) on the date of each annual meeting of stockholders held each year thereafter at which such director is re-elected, 12,500 shares of Common Stock for services to be rendered as a director and 6,250 for services as a member on each committee of the Board of Directors to which such director is appointed. The exercise price of each option granted under the Directors Option Plan shall be equal to the fair market value of the Common Stock on the date of grant. Options granted under the Directors Option Plan (a) vest immediately, (b) are not exercisable until six months after the date of grant and (c) expire on the earliest to occur of the tenth anniversary of the date of grant, one year following the director's death or immediately upon the director's termination of membership on the Board of Directors for Cause (as defined in the Directors Option Plan).

As of September 15, 1996, options to acquire an aggregate of 262,500 shares of Common Stock, at a weighted average exercise price of \$7.11 per share, were outstanding under the Directors Option Plan. Each of Messrs. Silverman and Zell has been granted options under the Directors Option Plan to acquire 25,000 shares of Common Stock in consideration for services rendered as a director of the Company during 1995. In addition, Mr. Silverman has been granted options under the Directors Option Plan to acquire an additional 12,500 shares of Common Stock for services rendered during 1995 as a member of the Audit and Compensation Committees of the Board of Directors. Messrs. Silverman and Zell have been granted options to acquire 37,500 and 25,000 shares of Common Stock, respectively, for services rendered and to be rendered as a director of the Company and as members of committees thereof during 1996. Each of Messrs. Dammeyer and Sloan has been granted options under the Directors Option Plan to acquire 12,500 shares of Common Stock in connection with his election to the Board of Directors.

INCENTIVE COMPENSATION PLAN

In order to attract, retain and motivate qualified employees, align employee interests with those of the stockholders and reward employees for enhancing the value of the Company, TeleTech established the TeleTech Holdings, Inc. Incentive Compensation Plan (the "Incentive Plan") on May 14, 1996. Under the Incentive Plan, certain management-level employees of the Company are eligible to receive annual performance bonuses based upon the Company's achievement of certain predetermined financial goals. Awards under the Incentive Plan will be paid annually from an incentive pool, which is funded annually by a percentage of the amount by which the net income of the Company exceeds the established threshold performance level for that year. From this incentive pool, each SBU executive, manager and key employee is entitled to receive a cash incentive award up to an annual bonus limitation, which is determined each year based upon the recipient's base salary. No awards will be made under the Incentive Plan until 1997.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

Alan Silverman and Stuart Sloan are the current members of the Compensation Committee of the Board of Directors.

Pursuant to the Amended and Restated Investment Agreement, certain existing stockholders of the Company (the "Existing Stockholders") are entitled, by majority vote, to require TeleTech, at its sole expense, to register under the Securities Act all or part of their Common Stock. In addition, if TeleTech proposes to register any of its securities under the Securities Act for its own account, the Existing Stockholders may require TeleTech, at its sole expense, to include in such registration all or part of the 7,145,400 aggregate shares of Common Stock that will be owned by the Existing Stockholders after the Offering. Messrs. Silverman and Sloan are Existing Stockholders and own 258,330 and 673,330 shares of Common Stock, respectively, of which none and 97,777, respectively, are being registered and sold hereby.

EXECUTIVE COMPENSATION

SUMMARY OF CASH AND CERTAIN OTHER COMPENSATION. The following table sets forth information with respect to all compensation earned by TeleTech's chief executive officer and TeleTech's two other executive officers as of December 31, 1995 (collectively, the "Named Executive Officers") for services rendered to TeleTech during 1995.

SUMMARY COMPENSATION TABLE FOR 1995

| NAME AND PRINCIPAL POSITION | ANNUAL COMPENSATION | | | ALL OTHER COMPENSATION (\$)(1) |
|---|---------------------|---------------|--------------------------------------|--------------------------------------|
| | SALARY (\$) | BONUS (\$) | OTHER ANNUAL COMPENSATION (\$) | |
| Kenneth D. Tuchman, Chairman, President & Chief Executive Officer..... | \$ 750,000 | \$ 250,000 | \$ 56,300(2) | \$ 10,830 |
| Joseph D. Livingston, Senior Vice President & Chief Operating Officer..... | 174,090(3) | 168,743(4) | -- | 4,500 |
| Steven B. Coburn, Chief Financial Officer..... | 28,000(5) | -- | -- | -- |

-
- (1) Represents the full dollar value of premiums paid by the Company with respect to life insurance for the benefit of Mr. Tuchman, Mr. Livingston and their respective beneficiaries.
- (2) Includes \$20,000 in aggregate membership dues and initiation fees, \$17,500 paid as a car allowance, \$15,600 for lease of a townhouse and other perquisites and personal benefits paid by the Company to or on behalf of Mr. Tuchman.
- (3) Includes approximately \$11,340 paid to Mr. Livingston for accrued but unused vacation time.
- (4) Includes a \$75,000 annual performance bonus and an approximately \$93,700 one-time bonus for Mr. Livingston's assistance in obtaining a client contract.
- (5) Mr. Coburn joined TeleTech in October 1995 at an annual base salary of \$120,000. See "---Employment Agreements."

OPTION GRANTS. The following table sets forth information regarding grants of stock options under the Option Plan during 1995 to the Named Executive Officers.

OPTION GRANTS IN 1995

| NAME | NUMBER OF SHARES UNDERLYING OPTIONS GRANTED (#) | PERCENTAGE OF TOTAL OPTIONS GRANTED TO EMPLOYEES IN FISCAL YEAR | EXERCISE PRICE PER SHARE (1) | EXPIRATION DATE (2) | POTENTIAL REALIZABLE VALUE AT ASSUMED ANNUAL RATES OF STOCK PRICE APPRECIATION FOR OPTION TERM (3) | |
|---------------------------|--|---|------------------------------------|------------------------|--|--------------|
| | | | | | 5% | 10% |
| Kenneth D. Tuchman..... | -- | -- | -- | -- | -- | -- |
| Joseph D. Livingston..... | 750,000 | 32% | \$ 1.29 | 1/1/2005 | \$ 608,456 | \$ 1,541,946 |
| Steven B. Coburn..... | 250,000 | 11% | 2.00 | 9/15/2005 | 314,447 | 796,871 |

(1) Each option has been granted pursuant to the Option Plan and expires on the date ten years after the date of grant. The exercise price equals the fair market value of the Common Stock on the grant date, as determined by the Board of Directors based upon the most recent price prior to the grant date at which the Company, in arms' length transactions, had issued Common Stock in connection with acquisitions or had sold Preferred Stock in capital raising transactions.

(2) Options granted to Messrs. Livingston and Coburn vest pro rata over the three years and five years, respectively, following the date of grant.

(3) The potential realizable value is calculated assuming that the fair market value on the date of grant, which equals the exercise price, appreciates at the indicated annual rate (set by the Commission), compounded annually, for the term of the option. Using the Initial Public Offering price of \$14.50 for purposes of this calculation (pursuant to the rules of the Commission), the potential realizable values of the options granted in 1995 to each of Messrs. Livingston and Coburn are approximately \$16.7 million and \$5.4 million, respectively, at a 5% assumed annual appreciation rate, and approximately \$27.2 million and \$8.9 million, respectively, at a 10% assumed annual appreciation rate.

OPTION HOLDINGS. No options were exercised by Named Executive Officers in 1995. The following table sets forth information with respect to the aggregate number and value of shares underlying unexercised options held by each of the Named Executive Officers as of December 31, 1995.

FISCAL YEAR-END OPTION VALUES

| NAME | NUMBER OF SHARES UNDERLYING UNEXERCISED OPTIONS AS OF DECEMBER 31, 1995 | | VALUE OF UNEXERCISED IN-THE- MONEY OPTIONS AS OF DECEMBER 31, 1995 (1) | |
|---------------------------|--|---------------|--|---------------|
| | EXERCISABLE | UNEXERCISABLE | EXERCISABLE | UNEXERCISABLE |
| Kenneth D. Tuchman..... | -- | -- | -- | -- |
| Joseph D. Livingston..... | 250,000 | 500,000(2) | \$ 927,500 | \$ 1,855,000 |
| Steven B. Coburn..... | -- | 250,000 | -- | 750,000 |

(1) The value of each option is based on the deemed fair market value of the option shares at fiscal year end (\$5.00 per share as determined by the Board of Directors based on the most recent price prior to December 31, 1995 at which the Company had issued or agreed to issue Common Stock) less the exercise price payable for such shares.

(2) Mr. Livingston received an option in May 1996 to acquire an additional 75,000 shares, at an exercise price of \$8.00 per share, in connection with the amendment to his employment agreement. See "-- Employment Agreements."

TELETECH STOCK OPTION PLAN

The Company's Option Plan was adopted by the Board of Directors in December 1994 and by the Company's stockholders in January 1995 and was amended and restated in January 1996. The Option Plan

authorizes the issuance of up to 7,000,000 shares of Common Stock through the grant of (i) incentive stock options ("ISOs") within the meaning of Section 422 of the Code, (ii) stock options that are not intended to qualify under Section 422 of the Code ("NSOs" and together with ISOs, "Options"), (iii) stock appreciation rights ("SARs"), (iv) restricted stock and (v) phantom stock. Directors, officers, employees, consultants and independent contractors of the Company or any subsidiary of the Company, as selected from time to time by the committee administering the Option Plan, are eligible to participate in the Option Plan. As of October 1, 1996, Options to acquire an aggregate of 4,875,830 shares of Common Stock and 76,000 shares of restricted stock were outstanding.

The Option Plan provides that it is to be administered by a committee comprised of two or more disinterested directors appointed by the Board of Directors (the "Committee"). The Compensation Committee of the Board of Directors, which is comprised of two disinterested directors of the Company, currently acts as the Committee under the Option Plan. Subject to certain limitations, the Committee has complete discretion to determine which eligible individuals are to receive awards under the Option Plan, the form and vesting schedule of awards, the number of shares subject to each award and the exercise price, the manner of payment and expiration date applicable to each award.

All awards under the Option Plan are subject to vesting and forfeiture. Unless the Committee establishes otherwise at the time of award, all awards under the Option Plan vest at an accelerating rate over a period of five years.

Set forth below is a summary of the terms of the Option Plan that are applicable to each of the various types of awards covered thereby.

OPTIONS. All Options expire on the date that is the earliest of three months after the holder's termination of employment with the Company (other than termination for Cause), six months after the holder's death and 10 years after the date of grant. Options also are subject to forfeiture upon termination of employment or directorship for "Cause." The exercise price per share of an ISO is determined by the Committee at the time of grant but in no event may be less than the fair market value of the Common Stock on the date of grant. Notwithstanding the foregoing, if an ISO is granted to a participant who owns more than 10% of the voting power of all classes of stock of the Company, the exercise price must be at least 110% of the fair market value of the Common Stock and the exercise period must not exceed five years from the date of grant. The exercise price per share of an NSO is determined by the Committee in its sole discretion.

SARS. SARs may be issued independent of an Option or, alternatively, in connection with an Option (a "Tandem SAR"), in which case the Tandem SAR terminates simultaneously upon the expiration of the related Option. A Tandem SAR is only exercisable if the fair market value of a share of Common Stock exceeds the exercise price of the related Option.

RESTRICTED STOCK. Restricted stock entitles the holder thereof to participate as a stockholder of the Company; however, the holder may not sell, transfer, pledge or otherwise encumber such stock prior to the time it vests. A holder of restricted stock forfeits all unpaid accumulated dividends and all shares of restricted stock that have not vested prior to the date that such holder's employment with the Company is terminated for any reason.

PHANTOM STOCK. Phantom stock entitles the holder thereof to surrender any vested portion of such phantom stock in exchange for cash or shares of Common Stock, as the Committee may determine, in an amount equal to the fair market value of Common Stock on the date of surrender.

EMPLOYEE STOCK PURCHASE PLAN

The TeleTech Holdings, Inc. Employee Stock Purchase Plan (the "ESPP"), covering an aggregate of 200,000 shares of Common Stock was adopted by the Board of Directors and stockholders of the Company in July 1996. The ESPP is intended to qualify as an "Employee Stock Purchase Plan" within the meaning of Section 423 of the Code and is administered by the Compensation Committee of the Board of Directors. Under the ESPP, shares of Common Stock will be sold in periodic offerings to employees of the Company or its subsidiaries who meet the specified eligibility requirements and who elect to participate in the ESPP. Each

offering will be open for six consecutive months, or such other length of time as may be established from time to time by the Compensation Committee. The ESPP will commence on September 30, 1996 and will terminate ten years thereafter or on such earlier date as all of the shares reserved under the plan have been issued.

Under the ESPP, participating employees can elect to have up to 10% of their compensation withheld, up to a maximum of \$15,000 in any calendar year. On the last business day of each offering period, the Company will sell to each participating employee as many full shares of Common Stock as can be purchased with each such employee's aggregate payroll deductions made during such offering period. The price of Common Stock purchased under the ESPP will be equal to the lower of (i) 90% of the fair market value of the Common Stock on the first business day of any offering period or (ii) 90% of the fair market value of the Common Stock on the last business day of such offering period, unless otherwise established by the Compensation Committee, in its discretion, in accordance with the terms of the ESPP.

In the event of a merger, reorganization or consolidation in which the Company is not the surviving entity or a liquidation of substantially all of the assets of the Company, the ESPP provides that the Compensation Committee may require that the surviving entity provide participating employees with rights equivalent to their rights under the ESPP. Alternatively, the Compensation Committee may elect to accelerate the termination of the offering period immediately prior to the consummation of such merger, reorganization or other transaction and issue shares of Common Stock to participating employees at such time.

EMPLOYMENT AGREEMENTS

TeleTech entered into an employment agreement with Kenneth D. Tuchman as Chairman of the Board and President of TeleTech for a term commencing on January 1, 1995 and ending on December 27, 1997 (the "Term"). Subsequent thereto, Mr. Tuchman also was elected as the Chief Executive Officer of TeleTech. Pursuant to the agreement, Mr. Tuchman is entitled to receive an annual base salary of \$750,000, as adjusted on January 1 of each year during the Term by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Denver metropolitan area (the "CPI Percentage"). Mr. Tuchman also is eligible to receive an annual performance bonus not to exceed \$250,000, as adjusted annually by the CPI Percentage, based upon TeleTech's achievement of certain predetermined performance goals. The agreement requires the Company to maintain, on behalf of Mr. Tuchman, a \$24 million life insurance policy (half of which is payable to his beneficiaries), disability insurance, accident, death and dismemberment insurance, errors and omissions insurance with a policy limit of not less than \$1 million and entitles Mr. Tuchman to receive certain perquisites specified therein. Under the terms of his agreement, Mr. Tuchman is prohibited, during his employment and for three years thereafter, from disclosing any confidential information or trade secrets of TeleTech. Mr. Tuchman also is prohibited, during his employment and for three years after the Company terminates his employment for Good Cause (as defined therein) or Mr. Tuchman voluntarily terminates his employment with the Company, from engaging in any business, or becoming employed by or otherwise rendering services to any company (other than TeleTech) that has as its primary business inbound or outbound teleservices. The agreement provides that if TeleTech terminates Mr. Tuchman's employment for Good Cause, TeleTech will pay Mr. Tuchman his salary as accrued through the date of termination. If TeleTech terminates Mr. Tuchman's employment without Good Cause, TeleTech will pay to him the lesser of (i) the sum of his salary as accrued through the date of termination, his performance bonus, prorated for any portion of the year remaining and calculated as if TeleTech had achieved its performance goals, and the present value of all payments that otherwise would have been made to him during the remainder of the Term, calculated as if TeleTech had achieved its performance goals, or (ii) three times the aggregate salary and performance bonus earned by him in the immediately preceding year.

TeleTech entered into an employment agreement with Joseph D. Livingston as Senior Vice President and Chief Operating Officer of TeleTech effective January 1, 1995. Pursuant to the agreement in May 1996, as amended, Mr. Livingston is entitled to receive an annual base salary of \$160,000 for 1995 and \$250,000 for 1996 and thereafter and also is eligible to receive an annual performance bonus based upon TeleTech's achievement of certain predetermined performance goals. TeleTech also has granted Mr. Livingston options to purchase 750,000 and 75,000 shares of Common Stock at an exercise price of \$1.29 and \$8.00 per share, respectively, which options vest over three years from the date of grant. Mr. Livingston's employment with TeleTech is terminable at any time by either party, with or without cause. Upon termination of employment,

Mr. Livingston will be entitled to unpaid compensation for services rendered through the date of termination, together with employee benefits accrued through the date of termination. Under the terms of his agreement, Mr. Livingston is prohibited from disclosing any confidential information or trade secrets of TeleTech. The Agreement also prohibits Mr. Livingston, for the three years after termination of his employment with TeleTech, from engaging in any business or becoming employed or otherwise rendering services to any company engaging in, inbound or outbound teleservices, development or maintenance of voice or data communication, certain software applications, customer communications services or technological innovation or support for any of the foregoing.

The Company entered into an employment agreement dated as of April 1, 1996 with Steven B. Coburn. Pursuant to the agreement, Mr. Coburn serves as Chief Financial Officer of the Company for a three-year term commencing on October 2, 1995 and is entitled to receive an annual base salary of \$120,000 for 1995 and, commencing January 1, 1996, an annual base salary of \$135,000. Mr. Coburn also is eligible to receive an annual performance bonus of not more than twenty-five percent of his salary upon the Company's achievement of certain predetermined performance goals. The Company has granted Mr. Coburn options to purchase 250,000 shares of Common Stock at an exercise price of \$2.00 per share, which options vest over a period of five years. The agreement prohibits Mr. Coburn from disclosing any confidential information or trade secrets of the Company. Mr. Coburn also is prohibited, during his employment and for three years after the Company terminates his employment for Good Cause (as defined therein) or Mr. Coburn voluntarily terminates his employment with the Company, from engaging in any business, or becoming employed by or otherwise rendering services to any company (other than TeleTech), that has as its primary business inbound or outbound teleservices or technological innovation or support with respect thereto.

LIMITATION OF LIABILITY AND INDEMNIFICATION MATTERS

TeleTech's Restated Certificate of Incorporation and By-laws provide that TeleTech shall indemnify its directors, and may indemnify its officers, employees and other agents, to the fullest extent permitted by Delaware law. The Company also is authorized to secure insurance on behalf of any person it is required or permitted to indemnify. Pursuant to this provision, TeleTech maintains liability insurance for the benefit of its directors and officers.

TeleTech has entered into agreements to indemnify its directors and certain of its officers, in addition to the indemnification provided for in TeleTech's Restated Certificate of Incorporation and By-laws. These agreements provide, among other things, that TeleTech will indemnify its directors and officers for all direct and indirect expenses and costs (including, without limitation, all reasonable attorneys' fees and related disbursements, other out-of-pocket costs and reasonable compensation for time spent by such persons for which they are not otherwise compensated by TeleTech or any third person) and liabilities of any type whatsoever (including, but not limited to, judgments, fines and settlement fees) actually and reasonably incurred by such person in connection with either the investigation, defense, settlement or appeal of any threatened, pending or completed action, suit or other proceeding, including any action by or in the right of the corporation, arising out of such person's services as a director, officer, employee or other agent of TeleTech, any subsidiary of TeleTech or any other company or enterprise to which the person provides services at the request of TeleTech. TeleTech believes that these provisions and agreements are necessary to attract and retain talented and experienced directors and officers.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

In addition to transactions described under "Management--Compensation Committee Interlocks and Insider Participation," the following transactions have been effected, involving the Company and its directors, executive officers or stockholders.

In July 1996, TeleTech paid a fee of \$1.0 million to Equity Group Investments, Inc. ("EGI"), an affiliate of Sam Zell, a director of the Company, for certain financial advisory services rendered by EGI in connection with the Initial Public Offering and certain merger and acquisition advisory services, including transaction structuring and negotiation, rendered by EGI in connection with the acquisition of Access 24 and the

joint venture with PPP. The fee, which was negotiated between the Board of Directors of the Company (with Mr. Zell abstaining from its vote thereon) and EGI, is believed to be substantially equivalent to fees of other advisors performing comparable services, such as investment banks.

TeleTech has utilized the services of The Riverside Agency, Inc. in reviewing, obtaining or renewing various insurance policies. The Riverside Agency, Inc. is a wholly-owned subsidiary of EGI. During the twelve months ended December 31, 1995 and the six months ended June 30, 1996, The Riverside Agency, Inc. invoiced TeleTech an aggregate of \$23,965 and \$141,407, respectively, for services rendered.

During the nine months ended September 30, 1996, TeleTech paid an aggregate of \$110,870 to various subsidiaries of Jacor Communications, Inc., an owner and operator of radio stations throughout the United States, for broadcasting radio advertisements regarding employment opportunities at TeleTech. Rod Dammeyer, a director of TeleTech, is a director of Jacor Communications, Inc.

On August 15, 1996, the Company entered into a one-year Consulting Agreement (the "Consulting Agreement") with Richard Weingarten & Company, Inc. ("RWC") pursuant to which Richard Weingarten would provide certain financial and merger and acquisition advisory services to the Company. In connection with the execution of the Consulting Agreement, Mr. Weingarten, who is the founder and president of Richard Weingarten & Company, Inc., tendered his resignation as a member of the Board of Directors of the Company. Under the Consulting Agreement, which was approved by the Compensation Committee of the Board of Directors after Mr. Weingarten's resignation therefrom, the Company granted Mr. Weingarten an option to acquire 55,000 shares of Common Stock at an exercise price of \$18.00 per share, the last reported sales price of the Common Stock on the date of grant, as reported by the Nasdaq National Market, and pays RWC a monthly consulting fee of \$10,000.

TeleTech provides reservation call handling services to Midway Airlines Corporation ("Midway"), a majority-owned subsidiary of Zell/Chilmark Fund, L.P. (the "Partnership"). Sam Zell, a director of TeleTech, is an affiliate of the Partnership and Rod Dammeyer, a director of TeleTech and a member of the Audit Committee of the Board of Directors, is the managing director of the Partnership. During the twelve months ended December 31, 1995 and the nine months ended September 30, 1996, TeleTech charged Midway an aggregate of \$1,291,862 and \$1,792,000, respectively, for services rendered by TeleTech. As of December 31, 1995 and October 7, 1996, the total amounts due from Midway for services rendered by TeleTech were \$535,845 and \$550,714, respectively, of which \$354,526 and \$388,000, respectively, relate to past due amounts. In April 1996, TeleTech agreed to accept from Midway, and Midway delivered to the Company, a promissory note in the principal amount of \$500,000 to evidence a portion of the total amount due and owing. The promissory note bears interest at a rate of 8% per annum and is payable in 12 equal installments of principal, together with interest, commencing May 1, 1996. On October 7, 1996, a balance of \$234,000 was outstanding under this promissory note, which is included in the past due amounts discussed above.

On January 1, 1996, the Company acquired all of the outstanding capital stock of Access 24. As consideration for such stock, the Company issued an aggregate of 712,520 shares of Common Stock to, and such shares are now owned by, an affiliate of Dr. John E. Kendall and affiliates of Louis T. Carroll, and paid \$2.3 million in cash and issued 257,720 shares of Common Stock to Access 24 Holdings Pty Limited ("Access Holdings" and, together with the affiliates of Dr. Kendall and Mr. Carroll, the "Common Stockholders"). Access Holdings is an affiliate of RACV, a financial services client of the Company. In connection with the Initial Public Offering, the Company entered into an Amended and Restated Stock Transfer and Registration Rights Agreement with the Common Stockholders, pursuant to which the Common Stockholders were granted certain rights to include in certain registration statements that may be filed by the Company following the Initial Public Offering all or part of the shares of Common Stock held by the Common Stockholders.

In July 1996, the following transactions were effected: (i) Access Holdings sold 98,810 and 100,000 shares of Common Stock to the Company and Hinsdale Corporation Sdn Berhad ("Hinsdale"), an affiliate of Mr. Carroll, respectively, at a price of \$10.00 per share, and (ii) the remaining 50,000 shares of Common Stock owned by Access Holdings and the 100,000 shares of Common Stock acquired by Hinsdale from Access Holdings were included in, and sold to the public pursuant to, the Initial Public Offering.

In 1993 and 1994, Mr. Tuchman made loans to the Company that were evidenced by subordinated promissory notes with an interest rate of 8% per annum. In 1995, the Company paid interest of \$11,000 to Mr. Tuchman on such notes. In connection with the Company's restructuring and sale of \$12.0 million of Preferred Stock in January 1995, the Company repaid the approximately \$1.2 million outstanding balance of such notes. Also in 1995, TeleTech paid a dividend of approximately \$452,000 to Mr. Tuchman.

TeleTech believes that all transactions disclosed above have been, and TeleTech's Board of Directors intends that any future transactions with its officers, directors, affiliates or principal stockholders will be, on terms that are no less favorable to TeleTech than those that are obtainable in arms' length transactions with unaffiliated third parties.

Certain directors of the Company are entitled, under certain circumstances, to require the Company to register under the Securities Act shares of Common Stock owned by them. See "Management--Compensation Committee Interlocks and Insider Participation."

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of the Company's Common Stock as of October 5, 1996, and as adjusted to reflect the sale of shares of Common Stock being offered hereby, by (i) each stockholder who is known by the Company to beneficially own more than 5% of the currently outstanding shares of Common Stock, (ii) each of the Company's directors and the Named Executive Officers, (iii) all directors and executive officers of the Company as a group and (iv) the Selling Stockholders.

| DIRECTORS, EXECUTIVE OFFICERS AND CERTAIN STOCKHOLDERS (1) | SHARES BENEFICIALLY OWNED PRIOR TO THE OFFERING | | NUMBER OF SHARES BEING OFFERED | SHARES BENEFICIALLY OWNED AFTER THE OFFERING | |
|---|--|---------|--------------------------------------|---|---------|
| | NUMBER | PERCENT | | NUMBER | PERCENT |
| Kenneth D. Tuchman..... | 38,767,000(2) | 70.6% | 2,249,450(3) | 36,517,550 | 66.3% |
| Joseph D. Livingston..... | 500,000(4) | * | 74,100 | 425,900 | * |
| Steven B. Coburn..... | 51,000(5) | * | -- | 50,000 | * |
| Rod Dammeyer..... | 94,268(6)(7) | * | 13,689 | 80,579 | * |
| Alan Silverman..... | 333,330(8) | * | -- | 333,330 | * |
| Stuart M. Sloan..... | 673,330(6) | * | 97,777 | 575,553 | * |
| Samuel Zell..... | 2,514,398(9) | 4.6 | 378,750(10) | 2,135,648(9) | 3.9 |
| All directors and executive officers as a group (7 persons)..... | 42,833,326 | 77.2 | 3,113,766 | 40,118,560 | 72.0 |
| Zell General Partnership, Inc..... | 378,750(6) | * | 378,750 | -- | * |
| ANDA Partnership..... | 378,701(6) | * | 378,701 | -- | * |
| Whittal Company Ltd..... | 336,668(6) | * | 48,889 | 287,779 | * |
| Richard Weingarten..... | 261,667(6)(11) | * | 24,445 | 237,223 | * |
| Jack Silverman..... | 208,340 | * | 30,000 | 178,340 | * |
| Highway Internet LLC..... | 168,334(6) | * | 24,444 | 143,890 | * |
| Robert M. Steiner Revocable Trust..... | 168,334(6) | * | 24,444 | 143,890 | * |
| Ralph Wanger..... | 168,334(6) | * | 24,444 | 143,890 | * |
| Sheli Z. Rosenberg..... | 134,666(6)(12) | * | 19,556 | 115,110 | * |
| Eugene Miller..... | 121,664(6)(13) | * | 12,222 | 109,442 | * |
| Thomas M. Tully Trust..... | 67,336(6) | * | 9,778 | 57,558 | * |
| Will K. Weinstein Revocable Trust..... | 67,336(6) | * | 9,778 | 57,558 | * |
| Rochelle Zell Trust..... | 67,336(6) | * | 9,778 | 57,558 | * |
| William Pate..... | 67,336(6) | * | 7,336 | 60,000 | * |
| Hardwood Associates..... | 67,330(6) | * | 9,778 | 57,552 | * |
| Tyree Holdings Limited..... | 60,510 | * | 49,450 | 11,060 | * |
| Donald J. Liebentritt..... | 50,502(6) | * | 7,333 | 43,169 | * |
| Sonjia Kurzepa..... | 50,000(14) | * | 7,200 | 42,800 | * |
| Betty Tuchman..... | 50,000(15) | * | 45,800 | 4,200 | * |
| David Walsh..... | 50,000(16) | * | 7,500 | 42,500 | * |
| David A. Gardner..... | 33,668(6) | * | 4,889 | 28,779 | * |
| Donald W. Phillips..... | 33,668(6) | * | 4,889 | 28,779 | * |

(FOOTNOTES ON NEXT PAGE)

| DIRECTORS, EXECUTIVE OFFICERS AND CERTAIN STOCKHOLDERS (1) | SHARES BENEFICIALLY OWNED PRIOR TO THE OFFERING | | NUMBER OF SHARES BEING OFFERED | SHARES BENEFICIALLY OWNED AFTER THE OFFERING | |
|---|--|---------|--------------------------------------|---|---------|
| | NUMBER | PERCENT | | NUMBER | PERCENT |
| George Moore..... | 29,167(17) | * | 4,100 | 25,067 | * |
| Matthew Zell Revocable Trust..... | 26,932(6) | * | 3,911 | 23,021 | * |
| Craig Mento..... | 25,000(18) | * | 3,800 | 21,200 | * |
| Ellen Havdala..... | 16,834(6) | * | 2,434 | 14,400 | * |
| Frank Wright..... | 16,667(19) | * | 2,400 | 14,267 | * |
| Kimberly Harding..... | 13,466(6) | * | 1,956 | 11,510 | * |
| Thomas Dammeyer..... | 13,466(6) | * | 1,956 | 11,510 | * |
| Alice Dammeyer..... | 13,466(6) | * | 1,956 | 11,510 | * |
| Gregory Johnson..... | 10,690(20) | * | 1,600 | 9,090 | * |
| Matthew Zell..... | 6,730(6) | * | 978 | 5,752 | * |
| Nils Larsen..... | 3,368(6) | * | 489 | 2,879 | * |

* Less than one percent

(1)The address of each director and executive officer is in care of the Company, 1700 Lincoln Street, Suite 1400, Denver, Colorado 80203.

(2)Includes shares of Common Stock held by the Kenneth and Debra Tuchman Charitable Remainder Unitrust (the "Unitrust"), of which Mr. Tuchman is the trustee, and the Tuchman Limited Liability Limited Partnership, of which Mr. Tuchman is the managing general partner. Does not include 10,000 shares of Common Stock held by Mr. Tuchman's spouse and 5,000 shares of Common Stock held by a trust of which Mr. Tuchman's spouse is the sole trustee; Mr. Tuchman disclaims beneficial ownership of the shares held by his spouse and such trust. Mr. Tuchman is the founder, Chairman of the Board of Directors, President and Chief Executive Officer of TeleTech. See "Management."

(3)Represents 1,949,450 shares being sold by Mr. Tuchman and 300,000 shares being sold by the Unitrust.

(4)Consists of shares of Common Stock subject to options granted under the Option Plan that are exercisable as of October 5, 1996 or within 60 days thereafter (the "Measurement Period"). Mr. Livingston is the Senior Vice President and Chief Operating Officer of the Company. See "Management."

(5)Includes 50,000 shares of Common Stock subject to options granted under the Option Plan that are exercisable within the Measurement Period and 1,000 shares of Common Stock held by Mr. Coburn's spouse. Mr. Coburn is the Chief Financial Officer of the Company. See "Management."

(6)Includes shares of Common Stock received upon the dissolution in August 1996 of TeleTech Investors General Partnership, which owned more than 5% of the Common Stock outstanding prior to, and which participated in, the Initial Public Offering.

(7) Represents shares of Common Stock held jointly by Mr. Dammeyer and his spouse.

(8) Includes 75,000 shares of Common Stock subject to options granted under the Directors Option Plan that are exercisable within the Measurement Period.

(9) Includes 50,000 shares of Common Stock subject to options granted to Mr. Zell under the Directors Option Plan that are exercisable within the Measurement Period, 2,085,648 shares of Common Stock held by Alpha/ZFT General Partnership ("Alpha/ZFT") and 378,750 shares of Common Stock held by Zell General Partnership, Inc. Mr. Zell has sole power to vote and dispose of the shares of Common Stock held by Zell General Partnership, Inc. and is the principal beneficiary of the trusts that are

(FOOTNOTES CONTINUED ON NEXT PAGE)

indirect partners of Alpha/ZFT and, therefore, may be deemed to be the beneficial owner of the shares held by Alpha/ZFT. Mr. Zell disclaims beneficial ownership of the shares of Common Stock held by Alpha/ZFT.

- (10) Represents shares being sold by Zell General Partnership, Inc. See note (9) above.
- (11) Includes 75,000 shares of Common Stock subject to options granted to Mr. Weingarten under the Directors Option Plan that are exercisable within the Measurement Period. Mr. Weingarten served as a director of the Company from January 1995 until August 1996 and currently has a consulting arrangement with the Company. See "Certain Relationships and Related Party Transactions."
- (12) Ms. Rosenberg is the trustee of certain of the trusts that are indirect partners of Alpha/ZFT and, in such capacity, shares voting and dispositive power with the other partners of Alpha/ZFT over the shares of Common Stock held by Alpha/ZFT. Ms. Rosenberg may be deemed to be the beneficial owner of the shares held by Alpha/ZFT; however, she disclaims beneficial ownership of such shares.
- (13) Includes 37,500 shares of Common Stock subject to options granted to Mr. Miller under the Directors Option Plan that are exercisable within the Measurement Period. Mr. Miller served as a director of the Company from January 1995 until May 1996.
- (14) Consists of shares of Common Stock subject to options granted under the Option Plan that are exercisable within the Measurement Period. Ms. Kurzepa is the Company's Assistant Vice President, Client Services and, prior to 1995, held various operations, quality assurance, training and client services positions with the Company.
- (15) Consists of shares of Common Stock subject to options granted under the Option Plan that are exercisable within the Measurement Period. Ms. Tuchman is a sales representative and lead generator for the Company and is the mother of Kenneth Tuchman.
- (16) Consists of shares of Common Stock subject to options granted under the Option Plan that are exercisable within the Measurement Period. Mr. Walsh is the Company's Vice President, Strategic Development.
- (17) Consists of shares of Common Stock subject to options granted under the Option Plan that are exercisable within the Measurement Period. Mr. Moore is the Company's Vice President of Operations.
- (18) Consists of shares of Common Stock subject to options granted under the Option Plan that are exercisable within the Measurement Period. Mr. Mento is the Company's Vice President of Sales, Telecommunications.
- (19) Consists of shares of Common Stock subject to options granted under the Option Plan that are exercisable within the Measurement Period. Mr. Wright is the Company's Director of Human Resources.
- (20) Mr. Johnson is the General Manager of Access 24 and, prior to 1996, was the Director of Operations of Access 24.

DESCRIPTION OF CAPITAL STOCK

Pursuant to the Company's Restated Certificate of Incorporation (the "Restated Certificate"), the Company has authority to issue an aggregate of 160,000,000 shares of capital stock, consisting of 150,000,000 shares of Common Stock, par value \$.01 per share, and 10,000,000 shares of preferred stock issuable from time to time by the Board of Directors in one or more classes or series. As of October 7, 1996, there were 54,947,430 shares of Common Stock (excluding 98,810 shares of Common Stock held by the Company as treasury shares) and no shares of preferred stock outstanding and there were 115 holders of record of Common Stock.

The Common Stock is listed on the Nasdaq National Market under the symbol "TTEC."

COMMON STOCK

The rights of the holders of the Common Stock discussed below are subject to such rights as the Board of Directors may hereafter confer on the holders of the preferred stock; accordingly, rights conferred on holders of preferred stock issued under the Restated Certificate may adversely affect the rights of holders of the Common Stock.

Subject to the right of holders of Preferred Stock, the holders of outstanding shares of Common Stock are entitled to receive dividends out of assets legally available therefor, at such times and in such amounts as the Board of Directors may from time to time determine. See "Dividend Policy." The shares of Common Stock are neither redeemable nor convertible and the holders thereof have no preemptive or subscription rights to purchase any securities of the Company. Upon liquidation, dissolution or winding up of the Company, the holders of Common Stock are entitled to receive, PRO RATA, the assets of the Company that are legally available for distribution, after payment of all debts and other liabilities and subject to the prior rights of any holders of Preferred Stock then outstanding. Each outstanding share of Common Stock is entitled to one vote on all matters submitted to a vote of stockholders. There is no cumulative voting in the election of directors.

PREFERRED STOCK

The Restated Certificate authorizes the Board of Directors to issue preferred stock in classes or series and to establish the designations, preferences, qualifications, limitations or restrictions of any class or series with respect to, among other things, the rate and nature of dividends, the price, terms and conditions on which shares may be redeemed, the terms and conditions for conversion or exchange into any other class or series of the stock and voting rights. The Company will have authority, without approval of the holders of Common Stock, to issue preferred stock that has voting, dividend or liquidation rights superior to the Common Stock and that may adversely affect the rights of holders of Common Stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, adversely affect the voting power of the holders of Common Stock and could have the effect of delaying, deferring or preventing a change in control of the Company. The Company currently has no plans to issue any shares of preferred stock.

DELAWARE STATUTORY BUSINESS COMBINATION PROVISION

Section 203 of the Delaware General Corporation Law ("DGCL") is applicable to corporate takeovers in Delaware. Subject to certain exceptions set forth therein, Section 203 of the DGCL provides that a corporation shall not engage in any business combination with any "interested stockholder" for a three-year period following the date that such stockholder becomes an interested stockholder unless (a) prior to such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder, (b) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding certain specified shares) or (c) on or subsequent to such date, the business combination is approved by the board of directors of the corporation and by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder. Except as specified therein, an "interested stockholder" is defined to include any person that is (i) the owner of 15% or more of the

outstanding voting stock of the corporation, (ii) an affiliate or associate of that corporation and was the owner of 15% or more of the outstanding voting stock of the corporation, at any time within three years immediately prior to the relevant date, and (iii) an affiliate or associate of the persons described in the foregoing clauses (i) or (ii). Under certain circumstances, Section 203 of the DGCL makes it more difficult for an "interested stockholder" to effect various business combinations with a corporation for a three-year period, although the stockholders may, by adopting an amendment to the corporation's certificate of incorporation or By-laws, elect for the corporation not to be governed by Section 203, effective twelve months after adoption. None of the Certificate of Incorporation, the Restated Certificate and the By-laws exempt the Company from the restrictions imposed under Section 203 of the DGCL. It is anticipated that the provisions of Section 203 of the DGCL may encourage companies interested in acquiring the Company to negotiate in advance with the Board of Directors of the Company because the stockholder approval requirement would be avoided if a majority of the directors then in office approve either the business combination or the transaction that results in the stockholder becoming an interested stockholder.

TRANSFER AGENT AND REGISTRAR

The Transfer Agent and Registrar for the Common Stock is American Stock Transfer & Trust Company.

SHARES ELIGIBLE FOR FUTURE SALE

Sales of substantial amounts of Common Stock in the public market, or the perception that such sales could occur, could adversely affect the prevailing market price of the Common Stock and the ability of the Company to raise equity capital in the future. The Company cannot predict the effect, if any, that sales of shares of Common Stock, or the availability of such shares for future sales, will have on future market prices of the Common Stock. Such sales also may make it more difficult for the Company to sell equity securities or equity-related securities in the future at the time and price it deems appropriate.

Upon completion of the Offering, the Company will have, 55,092,330 shares of Common Stock outstanding, assuming no exercise of the Underwriters' over-allotment option and no exercise of then outstanding options. Of these shares, the 3,600,000 shares sold in the Offering and the 7,153,000 shares sold in the Initial Public Offering (except those shares acquired by affiliates of the Company) will be freely tradeable, without restriction, under the Securities Act. The remaining 44,339,330 shares will be "restricted securities" within the meaning of Rule 144 promulgated under the Securities Act. Of these restricted securities, approximately 44,141,670 will be subject to the restrictions on sales described below. Following the expiration of such restrictions, all of the restricted securities will be immediately eligible for sale, subject to the volume limitations and other restrictions of Rule 144 (but not the holding period requirement), except that approximately 26,000 of the restricted securities will not become eligible for sale until expiration of applicable holding periods.

In general, under Rule 144 as currently in effect, a person (or persons whose shares are aggregated) who has beneficially owned Restricted Shares for at least two years (including, in certain circumstances, the holding period of a prior owner) would be entitled to sell within any three-month period a number of shares that does not exceed the greater of: (i) one percent of the number of shares of Common Stock then outstanding (which will equal approximately 550,923 shares immediately after the Offering); or (ii) the average weekly trading volume of the Common Stock during the four calendar weeks preceding the filing of a Form 144 with respect to such sale. Sales under Rule 144 are also subject to certain "manner of sale" provisions and notice requirements and to the availability of current public information about TeleTech. Under Rule 144(k), a person who is not deemed to have been an affiliate of TeleTech at any time during the 90 days preceding a sale, and who has beneficially owned the shares proposed to be sold for at least three years (including, in certain circumstances, the holding period of a prior owner), is entitled to sell such shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144; therefore, unless otherwise restricted, "144(k) shares" may be sold immediately upon the completion of the Offering.

In addition, any employee, officer or director of or consultant to TeleTech who purchased his or her shares pursuant to a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701. Rule 701 permits affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. Rule 701 further provides that non-affiliates may sell such shares in reliance on Rule 144 without having to comply with the public information, volume limitation or notice provisions of Rule 144.

All of the directors and officers of the Company, the Selling Stockholders and certain other stockholders of the Company have agreed not to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock, or any securities convertible into or exercisable or exchangeable for Common Stock, through January 27, 1997 (180 days after the date of the prospectus for the Initial Public Offering) without the prior written consent of Morgan Stanley & Co. Incorporated. See "Underwriters."

Following the Offering, the Company intends to file under the Securities Act one or more registration statements on Form S-8 to register all of the shares of Common Stock (i) subject to outstanding options and reserved for future option grants under the Option Plan and the Directors Option Plan and (ii) that the Company intends to offer for sale to its employees pursuant to the ESPP. These registration statements are expected to become effective upon filing and shares covered by these registration statements will be eligible

for sale, subject, in the case of affiliates only, to the restrictions of Rule 144, other than the holding period requirement, and subject to expiration of the lock-up agreements with the Underwriters. As of October 1, 1996, outstanding options to acquire an aggregate of 1,010,833 shares of Common Stock were currently exercisable.

Pursuant to the Amended and Restated Investment Agreement, the Existing Stockholders may, by majority vote, require TeleTech, at its sole expense, to register under the Securities Act all or part of their Common Stock. In addition, if TeleTech proposes to register any of its securities under the Securities Act for its own account, the Existing Stockholders may require TeleTech, at its sole expense, to include in such registration all or part of the 7,145,400 shares of Common Stock that will be owned by the Existing Stockholders after the Offering. An aggregate of 1,154,600 shares are being registered by the Existing Stockholders in connection with the Offering. See "Compensation Committee Interlocks and Insider Participation."

Under the terms of the Amended and Restated Stock Transfer and Registration Rights Agreement, if TeleTech proposes to register any of its securities under the Securities Act for its own account, the Common Stockholders may require TeleTech, at its sole expense, to include in such registration all or part of the 552,530 shares of Common Stock that will be held by the Common Stockholders after the Offering. An aggregate of 98,900 shares of Common Stock are being registered by the Common Stockholders in connection with the Offering. See "Certain Relationships and Related Party Transactions."

CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS
FOR NON-U.S. HOLDERS OF COMMON STOCK

The following discussion concerns the material United States federal income and estate tax consequences of the ownership and disposition of shares of Common Stock applicable to Non-U.S. Holders of such shares of Common Stock. In general, a "Non-U.S. Holder" is any holder other than (i) a citizen or resident of the United States, (ii) a corporation or partnership created or organized in the United States or under the law of the United States or any State or (iii) an estate or trust whose income is includible in gross income for United States federal income tax purposes regardless of its source. The discussion is based on current law, which is subject to change retroactively or prospectively, and is for general information only. The discussion does not address all aspects of federal income and estate taxation and does not address any aspects of state, local or non-U.S. tax laws. The discussion does not consider any specific facts or circumstances that may apply to a particular Non-U.S. Holder (including the fact that in the case of a Non-U.S. Holder that is a partnership, the United States tax consequences of holding and disposing of shares of Common Stock may be affected by certain determinations made at the partner level). Accordingly, prospective investors are urged to consult their tax advisors regarding the United States federal, state, local and non-U.S. income and other tax consequences of holding and disposing of shares of Common Stock.

DIVIDENDS. Dividends, if any (see "Dividend Policy"), paid to a Non-U.S. Holder generally will be subject to United States withholding tax at a 30% rate (or a lower rate as may be prescribed by an applicable tax treaty) unless the dividends are effectively connected with a trade or business of the Non-U.S. Holder within the United States. Dividends effectively connected with a trade or business will generally not be subject to withholding (if the Non-U.S. Holder properly files an executed United States Internal Revenue Service ("IRS") Form 4224 with the payor of the dividend) and generally will be subject to United States federal income tax on a net income basis at regular graduated rates. In the case of a Non-U.S. Holder which is a corporation, such effectively connected income also may be subject to the branch profits tax (which is generally imposed on a foreign corporation on the repatriation from the United States of effectively connected earnings and profits). The branch profits tax may not apply if the recipient is a qualified resident of certain countries with which the United States has an income tax treaty. To determine the applicability of a tax treaty providing for a lower rate of withholding, dividends paid to a stockholder's address of record in a foreign country are presumed, under the current IRS position, to be paid to a resident of that country, unless the payor has knowledge that such presumption is not warranted or an applicable tax treaty (or United States Treasury Regulations thereunder) requires some other method for determining a non-U.S. Holder's residence. However, recently proposed U.S. Treasury Regulations, if adopted, would modify the forms and procedures for this certification.

SALE OF COMMON STOCK. Generally, a Non-U.S. Holder will not be subject to United States federal income tax on any gain realized upon the disposition of such holder's shares of Common Stock unless (i) the gain is effectively connected with a trade or business carried on by the Non-U.S. Holder with the United States (in which case the branch profits tax may apply); (ii) the Non-U.S. Holder is an individual who holds the shares of Common Stock as a capital asset and is present in the United States for 183 days or more in the taxable year of the disposition and to whom such gain is United States source; (iii) the Non-U.S. Holder is subject to tax pursuant to the provisions of U.S. tax law applicable to certain former United States citizens or residents; or (iv) the Company is or has been a "U.S. real property holding corporation" for federal income tax purposes (which the Company does not believe that it is or is likely to become) at any time during the five year period ending on the date of disposition (or such shorter period that such shares were held) and, subject to certain exceptions, the Non-U.S. Holder held, directly or indirectly, more than five percent of the Common Stock.

ESTATE TAX. Shares of Common Stock owned or treated as owned by an individual who is not a citizen or resident (as specifically defined for United States federal estate tax purposes) of the United States at the time of death may be subject to United States federal estate tax.

BACKUP WITHHOLDING AND INFORMATION REPORTING

DIVIDENDS. The Company must report annually to the IRS and to each Non-U.S. Holder the amount of dividends paid to and the tax withheld, if any, with respect to such holder. These information reporting requirements apply regardless of whether withholding was reduced by an applicable tax treaty. Copies of these information returns may also be available under the provisions of a specific treaty or agreement with the tax authorities in the country in which the Non-U.S. Holder resides. Dividends that are subject to United States withholding tax at the 30% statutory rate or at a reduced tax treaty rate and dividends that are effectively connected with the conduct of a trade or business in the United States (if certain certification and disclosure requirements are met) are exempt from backup withholding of U.S. federal income tax. In general, backup withholding at a rate of 31% and information reporting will apply to other dividends paid on shares of Common Stock to holders that are not "exempt recipients" and fail to provide in the manner required certain identifying information (such as the holder's name, address and taxpayer identification number). Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients.

DISPOSITIONS OF COMMON STOCK. The payment of the proceeds from the disposition of shares of Common Stock through the United States office of a broker will be subject to information reporting and backup withholding unless the holder, under penalties of perjury, certifies, among other things, its status as a Non-U.S. Holder, or otherwise establishes an exemption. Generally, the payment of the proceeds from the disposition of shares of Common Stock to or through a non-U.S. office of a broker will not be subject to backup withholding and will not be subject to information reporting. In the case of the payment of proceeds from the disposition of shares of Common Stock through a non-U.S. office of a broker that is a U.S. person or a "U.S.-related person," existing regulations require information reporting (but not backup withholding) on the payment unless the broker receives a statement from the owner, signed under penalties of perjury, certifying, among other things, its status as a Non-U.S. Holder, or the broker has documentary evidence in its files that the owner is a Non-U.S. Holder and the broker has no actual knowledge to the contrary. For tax purpose, a "U.S.-related person" is (i) a "controlled foreign corporation" for United States federal income tax purposes or (ii) a foreign person 50% or more of whose gross income from all sources for the three year period ending with the close of its taxable year preceding the payment (or for such part of the period that the broker has been in existence) is derived from activities that are effectively connected with the conduct of a United States trade or business.

Any amount withheld from a payment to a Non-U.S. Holder under the backup withholding rules will be allowed as a credit against such holder's United States federal income tax liability and may entitle such holder to a refund, provided that the required information is furnished to the IRS. Non-U.S. Holders should consult their tax advisors regarding the application of these rules to their particular situations, the availability of an exemption therefrom and the procedures for obtaining such an exemption, if available.

UNDERWRITERS

Under the terms and subject to conditions contained in an Underwriting Agreement dated the date hereof, the U.S. Underwriters named below, for whom Morgan Stanley & Co. Incorporated, Alex. Brown & Sons Incorporated and Smith Barney Inc. are serving as U.S. Representatives, have severally agreed to purchase, and the Selling Stockholders have severally agreed to sell, and the International Underwriters named below, for whom Morgan Stanley & Co. International Limited, Alex. Brown & Sons Incorporated and Smith Barney Inc. are serving as International Representatives (collectively with the U.S. Representatives, the "Representatives"), have severally agreed to purchase, and the Selling Stockholders have severally agreed to sell, the respective number of shares of Common Stock that in the aggregate equal the number of shares set forth opposite the names of such Underwriters below:

| NAME | NUMBER OF SHARES |
|---|---------------------|
| ----- | |
| U.S. Underwriters: | |
| Morgan Stanley & Co. Incorporated..... | |
| Alex. Brown & Sons Incorporated..... | |
| Smith Barney Inc..... | |
| | ----- |
| Subtotal..... | 2,880,000 |
| | ----- |
| International Underwriters: | |
| Morgan Stanley & Co. International Limited..... | |
| Alex. Brown & Sons Incorporated..... | |
| Smith Barney Inc..... | |
| | ----- |
| Subtotal..... | 720,000 |
| | ----- |
| Total..... | 3,600,000 |
| | ----- |

The U.S. Underwriters and the International Underwriters are collectively referred to as the "Underwriters." The Underwriting Agreement provides that the obligations of the several Underwriters to pay for and accept delivery of the shares of Common Stock offered hereby are subject to the approval of certain legal matters by counsel and to certain other conditions, including the conditions that no stop order suspending the effectiveness of the Registration Statement is in effect and no proceedings for such purpose are pending before or threatened by the Securities and Exchange Commission and that there has been no material adverse change or any development involving a prospective material adverse change in the earnings, results of operations or financial condition of the Company and its subsidiaries, taken as a whole, from that set forth in the Registration Statement. The Underwriters are obligated to take and pay for all of the shares of Common Stock offered hereby (other than those covered by the over-allotment option described below) if any are taken.

Pursuant to the Agreement Between U.S. and International Underwriters, each U.S. Underwriter has represented and agreed that, with certain exceptions set forth below, (i) it is not purchasing any U.S. Shares (as defined below) for the account of anyone other than a United States or Canadian Person (as defined below) and (ii) it has not offered or sold, and will not offer or sell, directly or indirectly, any U.S. Shares or distribute this Prospectus outside the United States or Canada or to anyone other than a United States or Canadian Person. Pursuant to the Agreement Between U.S. and International Underwriters, each International Underwriter has represented and agreed that, with certain exceptions set forth below, (a) it is not purchasing any International Shares (as defined below) for the account of any United States or Canadian Person and (b) it has not offered or sold, and will not offer or sell, directly or indirectly, any International Shares or distribute this Prospectus within the United States or Canada or to any United States or Canadian Person. The foregoing limitations do not apply to stabilization transactions or to certain other transactions specified in the Agreement Between U.S. and International Underwriters. With respect to Smith Barney Inc. and Alex. Brown & Sons Incorporated, the foregoing representations or agreements (a) made by them in their capacity as U.S. Underwriters shall apply only to shares of Common Stock purchased by them in their capacity as U.S. Underwriters, (b) made by them in their capacity as International Underwriters shall apply only to shares of Common Stock purchased by them in their capacity as International Underwriters and (c) shall not restrict their ability to distribute this Prospectus to any person. As used herein, "United States or Canadian Person" means any national or resident of the United States or Canada or any corporation, pension, profit-sharing or other trust or other entity organized under the laws of the United States or Canada or of any political subdivision thereof (other than a branch located outside of the United States and Canada of any United States or Canadian Person) and includes any United States or Canadian branch of a person who is not otherwise a United States or Canadian Person, and "United States" means the United States of America, its territories, its possessions and all areas subject to its jurisdiction. All shares of Common Stock to be offered by the U.S. Underwriters and International Underwriters under the Underwriting Agreement are referred to herein as the "U.S. Shares" and the "International Shares," respectively.

Pursuant to the Agreement Between U.S. and International Underwriters, sales may be made between the U.S. Underwriters and the International Underwriters of any number of shares of Common Stock to be purchased pursuant to the Underwriting Agreement as may be mutually agreed. The per share price and currency settlement of any shares of Common Stock so sold shall be the public offering price range set forth on the cover page hereof, in United States dollars, less an amount not greater than the per share amount of the concession to dealers set forth below.

Pursuant to the Agreement Between U.S. and International Underwriters, each U.S. Underwriter has represented that it has not offered or sold, and has agreed not to offer or sell, any shares of Common Stock, directly or indirectly, in Canada in contravention of the securities laws of Canada or any province or territory thereof and has represented that any offer of such shares in Canada will be made only pursuant to an exemption from the requirement to file a prospectus in the province or territory of Canada in which such offer is made. Each U.S. Underwriter has further agreed to send to any dealer who purchases from it any shares of Common Stock a notice stating in substance that, by purchasing such shares, such dealer represents and agrees that it has not offered or sold, and will not offer or sell, directly or indirectly, any of such shares in Canada in contravention of the securities laws of Canada or any province or territory thereof and that any offer of shares of Common Stock in Canada will be made only pursuant to an exemption from the requirement to file a prospectus in the province or territory of Canada in which such offer is made, and that such dealer will deliver to any other dealer to whom it sells any of such shares a notice to the foregoing effect.

Pursuant to the Agreement Between U.S. and International Underwriters, each International Underwriter has represented that (i) it has not offered or sold and will not offer or sell any shares of Common Stock to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (the "Regulations"); (ii) it has complied and will comply with all applicable provisions of the Financial Services

Act 1986 and the Regulations with respect to anything done by it in relation to such shares in, from or otherwise involving the United Kingdom; and (iii) it has only issued or passed on and will only issue or pass on to any person in the United Kingdom any document received by it in connection with the issue of such shares, if that person is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1995, or is a person to whom such document may otherwise lawfully be issued or passed on.

Pursuant to the Agreement Between U.S. and International Underwriters, each International Underwriter has represented and agreed that it has not offered or sold, and will not offer or sell, directly or indirectly, in Japan or to or for the account of any resident thereof, any shares of Common Stock acquired in connection with the Offering, except for offers or sales of Japanese International Underwriters or dealers and except pursuant to any exemption from the registration requirements of the Securities and Exchange Law of Japan. Each International Underwriter has further agreed to send to any dealer who purchases from it any of such shares of Common Stock a notice stating in substance that such dealer may not offer or sell any of such shares, directly or indirectly, in Japan or to or for the account of any resident thereof, except pursuant to any exemption from the registration requirements of the Securities and Exchange Law of Japan, and that such dealer will send to any other dealer to whom it sells any of such shares a notice to the foregoing effect.

The Underwriters propose to offer part of the shares of Common Stock offered hereby directly to the public at the public offering price set forth in the cover page hereof and part to certain dealers at a price which represents a concession not in excess of \$ per share under the public offering price. The Underwriters may allow, and such dealers may re-allow, a concession not in excess of \$ per share to other Underwriters or to certain other dealers. After the initial offering of the shares of Common Stock, the offering price and other selling terms may from time to time be varied by the Representatives.

Pursuant to the Underwriting Agreement, the Company has granted to the U.S. Underwriters an option, exercisable for 30 days from the date of this Prospectus, to purchase up to an additional 540,000 shares of Common Stock at the public offering price set forth on the cover page hereof, less underwriting discounts and commissions. The U.S. Underwriters may exercise such option to purchase solely for the purpose of covering over-allotments, if any, incurred in the sale of the shares of Common Stock offered hereby. To the extent such option is exercised, each U.S. Underwriter will become obligated, subject to certain conditions, to purchase approximately the same percentage of such additional shares as the number set forth next to such U.S. Underwriters' name in the preceding table bears to the total number of shares of Common Stock offered hereby to the U.S. Underwriters.

The Representatives have informed the Company and the Selling Stockholders that the Underwriters do not intend to confirm sales to accounts over which they exercise discretionary authority.

The Company, the Selling Stockholders and the Underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

See "Shares Eligible for Future Sale" for a description of certain arrangements by which all officers and directors and certain stockholders of the Company have agreed not to sell or otherwise dispose of Common Stock or convertible securities of the Company through January 27, 1996 (180 days after the date of the prospectus for the Initial Public Offering) without the prior consent of Morgan Stanley & Co. Incorporated. The Company and the Selling Stockholders have agreed in the Underwriting Agreement that they will not, directly or indirectly, without the prior written consent of Morgan Stanley & Co. Incorporated, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exchangeable for Common Stock, through January 27, 1997, except under certain circumstances.

In connection with the offering, certain Underwriters and selling group members may engage in passive market making transactions in the Common Stock on the Nasdaq National Market immediately prior to the commencement of sales, in accordance with Rule 10b-6A under the Exchange Act. Passive market making

consists of, among other things, displaying bids on the Nasdaq National Market limited by the bid prices of independent market makers and purchases limited by such prices and effected in response to order flow. Net purchases by a passive market maker on each day are limited to a specified percentage of the passive market maker's average daily trading volume in the Common Stock during a specified prior period, and all passive market making activity must be discontinued when such limit is reached. Passive market making may stabilize the market price of the Common Stock at a level above that which might otherwise prevail and, if commenced, may be discontinued at any time.

LEGAL MATTERS

The validity of the shares of Common Stock offered hereby will be passed upon for TeleTech by Neal, Gerber & Eisenberg, Chicago, Illinois. Certain legal matters in connection with the Offering will be passed upon for the Underwriters by Katten Muchin & Zavis, Chicago, Illinois. Certain partners of and attorneys associated with Neal, Gerber & Eisenberg beneficially own shares of Common Stock.

EXPERTS

The financial statements of TeleTech as of December 31, 1994 and 1995, and for each of the two years in the period ended December 31, 1995 and the financial statements Access 24 for the 10 months ended December 31, 1995 and for the year ended February 28, 1995 included in this Prospectus and elsewhere in the Registration Statement have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing in giving said reports.

The financial statements of TeleTech as of December 31, 1993 and for the 11 month period ended December 31, 1993 included in this Prospectus and elsewhere in the Registration Statement have been audited by Gumbiner, Savett, Finkel, Fingelson & Rose, Inc. (formerly Gumbiner, Savett, Friedman & Rose, Inc.), independent public accountants, and are included herein in reliance upon the authority of said firm as experts in giving said reports.

CHANGE IN INDEPENDENT ACCOUNTANTS

In December 1994, Gumbiner, Savett, Finkel, Fingelson & Rose, Inc. resigned, and Arthur Andersen LLP was retained, as the Company's independent public accountants. The reports of Gumbiner, Savett, Finkel, Fingelson & Rose, Inc. on the combined financial statements of TeleTech Telecommunications, Inc. and TeleTech Teleservices, Inc. as of December 31, 1993 and for the 11 month period ended December 31, 1993 included herein contain no adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or application of accounting principles. During the engagement of Gumbiner, Savett, Finkel, Fingelson & Rose, Inc. by the Company, there were no disagreements between the Company and such firm on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

ADDITIONAL INFORMATION

TeleTech has filed with the Commission under the Securities Act a Registration Statement on Form S-1 with respect to the Common Stock offered hereby. This Prospectus, which constitutes a part of the Registration Statement, omits certain of the information contained in the Registration Statement and the exhibits and schedules thereto on file with the Commission pursuant to the Securities Act and the rules and regulations of the Commission thereunder. For further information with respect to TeleTech and the Common Stock, reference is made to the Registration Statement and the exhibits and schedules thereto. The Registration Statement, including exhibits and schedules thereto, may be inspected and copied at the public reference facilities maintained by the Commission, including at the Commission's Public Reference Room, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549, and at the Commission's Regional Offices at 7 World Trade Center, Suite 1300, New York, New York 10048 and Citicorp Center, 500 West Madison

Street, Suite 1400, Chicago, Illinois 60661. Copies may be obtained at prescribed rates from the Public Reference Section of the Commission at its principal office in Washington, D.C. Such materials also may be accessed electronically by means of the Commission's home page on the Internet at <http://www.sec.gov>.

Statements contained in this Prospectus as to the contents of any contract or other document referred to are not necessarily complete and in each instance reference is made to the copy of such contract or other documents filed as an exhibit to the Registration Statement, each such statement being qualified in its entirety by such reference.

The Company is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy materials and other information with the Commission. Such reports, proxy materials and other information concerning the Company can be inspected and copied at the public reference facilities maintained by the Commission, including at the Commission's Public Reference Room, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549, and at the Commission's Regional Offices at 7 World Trade Center, Suite 1300, New York, New York, 10048 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies may be obtained at prescribed rates from the Public Reference Section of the Commission at its principal office in Washington, D.C. Such materials also may be accessed electronically by means of the Commission's home page on the Internet at <http://www.sec.gov>. The Common Stock is listed on the Nasdaq National Market and such reports, proxy materials and other information also can be inspected at the offices of the Nasdaq Stock Market, Inc. at 1735 K Street, N.W., Washington, D.C. 20549.

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TELETECH HOLDINGS, INC.

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ACCESS 24 SERVICE CORPORATION PTY LIMITED
AND CONTROLLED ENTITIES
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INDEPENDENT AUDITOR'S REPORT

The Board of Directors
TeleTech Holdings, Inc.
Denver, Colorado

We have audited the accompanying combined statements of income and cash flows of TeleTech Telecommunications, Inc. and TeleTech Teleservices, Inc. ("the Companies") (see Note 1) for the eleven months ended December 31, 1993. These combined statements of income and cash flows are the responsibility of the Companies' management. Our responsibility is to express an opinion on these combined statements of income and cash flows based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined statements of income and cash flows are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined statements of income and cash flows. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined statements of income and cash flows. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the combined statements of income and cash flows referred to above present fairly, in all material respects, the results of the Companies' operations and cash flows for the eleven months ended December 31, 1993 in conformity with generally accepted accounting principles.

GUMBINER, SAVETT, FINKEL, FINGLESON & ROSE, INC.
(formerly Gumbiner, Savett, Friedman & Rose, Inc.)

Santa Monica, California
April 13, 1994.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To TeleTech Holdings, Inc.:

We have audited the accompanying consolidated and combined balance sheets of TELETECH HOLDINGS, INC. (a Delaware corporation) and subsidiaries, as of December 31, 1994 and 1995, and the related consolidated and combined statements of income, stockholders' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated and combined financial statements referred to above present fairly, in all material respects, the consolidated and combined financial position of TeleTech Holdings, Inc. and subsidiaries as of December 31, 1994 and 1995, and the results of their operations and their cash flows for the years then ended in conformity with generally accepted accounting principles.

ARTHUR ANDERSEN LLP

Denver, Colorado,
February 10, 1996.

TELETECH HOLDINGS, INC.
AND SUBSIDIARIES

CONSOLIDATED AND COMBINED BALANCE SHEETS

| ASSETS | DECEMBER 31 | | JUNE 30, 1996 (UNAUDITED) (NOTE 1) |
|---|---------------|---------------|--|
| | 1994 | 1995 | |
| CURRENT ASSETS: | | | |
| Cash and cash equivalents..... | \$ 37,733 | \$ 42,304 | \$ 1,327,476 |
| Short-term investments..... | -- | 10,361,213 | 8,303,961 |
| Accounts receivable, net of allowance for doubtful accounts of \$172,512, \$788,907 and \$1,271,631, respectively..... | 4,298,147 | 9,786,123 | 26,295,312 |
| Prepays and other assets..... | 201,439 | 238,022 | 592,226 |
| Deposits..... | 123,883 | 220,243 | 435,699 |
| Deferred tax asset (Note 8)..... | -- | 485,742 | 638,000 |
| Total current assets..... | 4,661,202 | 21,133,647 | 37,592,674 |
| PROPERTY AND EQUIPMENT, net of accumulated depreciation of \$3,935,136, \$6,059,424 and \$7,837,387, respectively..... | 5,386,456 | 9,103,701 | 19,244,276 |
| OTHER ASSETS: | | | |
| Deposits..... | 53,968 | -- | -- |
| Deferred contract costs (net of amortization of \$506,276 at June 30, 1996) (Note 1)..... | -- | 345,978 | 1,907,196 |
| Goodwill (net of amortization of \$132,000) (Note 1)..... | -- | -- | 3,125,000 |
| Investment in affiliated company accounted for under the equity method..... | -- | -- | 693,000 |
| Other assets..... | -- | -- | 1,188,573 |
| Total assets..... | \$ 10,101,626 | \$ 30,583,326 | \$ 63,750,719 |

The accompanying notes are an integral part of these balance sheets.

TELETECH HOLDINGS, INC.
AND SUBSIDIARIES

CONSOLIDATED AND COMBINED BALANCE SHEETS

| LIABILITIES AND STOCKHOLDERS' EQUITY | DECEMBER 31 | | JUNE 30, 1996 |
|---|---------------|---------------|-------------------------|
| | 1994 | 1995 | |
| | | | (UNAUDITED) (NOTE 1) |
| CURRENT LIABILITIES: | | | |
| Bank overdraft..... | \$ 560,490 | \$ 1,427,017 | \$ -- |
| Short term borrowings (Note 6)..... | 638,635 | 1,000,000 | 9,000,000 |
| Current portion of capital lease obligations (Note 4)..... | 401,001 | 1,255,966 | 3,285,408 |
| Current portion of other long-term debt (Note 5)..... | 624,483 | 195,660 | 171,386 |
| Current portion of subordinated notes payable to stockholder (Note 7)..... | 145,299 | -- | -- |
| Accounts payable..... | 1,442,503 | 2,604,297 | 6,538,150 |
| Accrued employee compensation..... | 962,664 | 1,742,915 | 4,266,410 |
| Other accrued expenses..... | 475,142 | 1,261,984 | 5,892,432 |
| Customer advances and deposits..... | 165,756 | 292,626 | 1,106,039 |
| Deferred income..... | 25,683 | 47,699 | 599,557 |
| Total current liabilities..... | 5,441,656 | 9,828,164 | 30,859,382 |
| DEFERRED TAX LIABILITIES (Note 8)..... | -- | 507,365 | 499,000 |
| LONG-TERM DEBT, net of current portion: | | | |
| Capital lease obligations (Note 4)..... | 911,578 | 3,192,997 | 7,029,752 |
| Subordinated note payable to stockholder (Note 7)..... | 959,038 | -- | -- |
| Other debt (Note 5)..... | 592,282 | 396,618 | 324,516 |
| Total liabilities..... | 7,904,554 | 13,925,144 | 38,712,650 |
| COMMITMENTS AND CONTINGENCIES (Note 9) | | | |
| MANDATORILY REDEEMABLE CONVERTIBLE PREFERRED STOCK (Notes 1 and 11): \$6.45 par value, 1,860,000 shares authorized, zero, 1,860,000, and 1,860,000, shares respectively issued and outstanding (including accrued dividends of zero, \$867,430 and \$1,289,860)..... | -- | 12,867,430 | 13,289,860 |
| STOCKHOLDERS' EQUITY (Note 1): | | | |
| Common stock, \$.01 par value, 150,000,000 shares authorized, zero, 40,700,000 and 41,746,240 shares, respectively, issued and zero, 40,700,000 and 41,746,240 shares, respectively, outstanding..... | -- | 407,000 | 417,462 |
| Common stock of combined entities, no par value 10,000,000 shares authorized, 127,500, zero and zero shares, respectively, issued and outstanding..... | 25,000 | -- | -- |
| Additional paid-in capital..... | -- | 1,846,472 | 7,067,210 |
| Cumulative translation adjustment..... | -- | -- | 147,103 |
| Unearned compensation-restricted stock..... | -- | -- | (316,664) |
| Retained earnings..... | 2,172,072 | 1,537,280 | 4,433,098 |
| Total stockholders' equity..... | 2,197,072 | 3,790,752 | 11,748,209 |
| Total liabilities and stockholders' equity..... | \$ 10,101,626 | \$ 30,583,326 | \$ 63,750,719 |

The accompanying notes are an integral part of these balance sheets.

CONSOLIDATED AND COMBINED STATEMENTS OF INCOME

The accompanying notes are an integral part of these statements.

TELETECH HOLDINGS, INC.
AND SUBSIDIARIES
CONSOLIDATED AND COMBINED STATEMENTS OF STOCKHOLDERS' EQUITY

| | TREASURY STOCK | | MANDATORILY REDEEMABLE, CONVERTIBLE PREFERRED STOCK | |
|--|----------------|-----------|---|--------------|
| | SHARES | AMOUNT | SHARES | AMOUNT |
| BALANCES, January 1, 1994..... | | | | |
| Distribution to stockholder..... | | | | |
| Net income..... | | | | |
| BALANCES, December 31, 1994... | | | -- | \$ -- |
| Issue of Preferred Stock (Note 11)..... | | | 1,860,000 | 12,000,000 |
| Adjustment to reclassify retained earnings to additional paid in capital upon termination of S corporation election (Note 11)..... | | | -- | -- |
| Stock exchange (Note 1)..... | | | -- | -- |
| Distribution to stockholder..... | | | -- | -- |
| Net Income..... | | | -- | -- |
| Dividends accrued on Preferred Stock (Note 11)..... | | | -- | 867,430 |
| BALANCES, December 31, 1995... | | | 1,860,000 | 12,867,430 |
| Purchase of Access 24 (Note 16)..... | | | -- | -- |
| Cumulative translation adjustments..... | | | -- | -- |
| Net income..... | | | -- | -- |
| Dividends accrued on Preferred Stock (Note 11)..... | | | -- | 422,430 |
| Issuance of restricted stock for compensation..... | | | -- | -- |
| Compensation expense with respect to restricted stock..... | | | -- | -- |
| BALANCES, June 30, 1996 (unaudited)..... | -- | \$ -- | 1,860,000 | 13,289,860 |
| Pro forma adjustments: | | | | |
| Initial public offering of Common Stock..... | -- | -- | -- | -- |
| Acquisition of Treasury Stock..... | 98,810 | (988,100) | -- | -- |
| Conversion of Mandatorily Redeemable Preferred Stock to Common Stock (Note 11)..... | -- | | (1,860,000) | (13,289,860) |
| BALANCES, Pro Forma June 30, 1996 (unaudited)..... | 98,810 | (988,100) | -- | \$ -- |

STOCKHOLDERS' EQUITY

| | COMMON STOCK | | COMMON STOCK OF | ADDITIONAL | CUMULATIVE | UNEARNED COMPENSATION- | RETAINED EARNINGS | TOTAL |
|---|--------------|--------|-------------------|-----------------|------------------------|------------------------|-------------------|----------------------|
| | SHARES | AMOUNT | COMBINED ENTITIES | PAID-IN CAPITAL | TRANSLATION ADJUSTMENT | RESTRICTED STOCK | | STOCKHOLDERS' EQUITY |
| BALANCES, January 1, 1994..... | | | \$25,000 | \$ -- | \$ -- | \$ -- | \$ 917,098 | \$ 942,098 |
| Distribution to stockholder..... | | | -- | -- | -- | -- | (440,000) | (440,000) |
| Net income..... | | | -- | -- | -- | -- | 1,694,974 | 1,694,974 |
| BALANCES, December 31, 1994... | -- | \$ -- | 25,000 | -- | -- | -- | 2,172,072 | 2,197,072 |
| Issue of Preferred Stock (Note 11)..... | -- | -- | -- | -- | -- | -- | -- | -- |

| | | | | | | | | |
|--|------------|-----------|-----------|--------------|-----------|-------------|-------------|--------------|
| Adjustment to reclassify retained earnings to additional paid in capital upon termination of S corporation election (Note 11)..... | -- | -- | -- | 2,172,072 | -- | -- | (2,172,072) | -- |
| Stock exchange (Note 1)..... | 40,700,000 | 407,000 | (25,000) | (325,600) | -- | -- | (56,400) | -- |
| Distribution to stockholder..... | -- | -- | -- | -- | -- | -- | (1,694,974) | (1,694,974) |
| Net Income..... | -- | -- | -- | -- | -- | -- | 4,156,084 | 4,156,084 |
| Dividends accrued on Preferred Stock (Note 11)..... | -- | -- | -- | -- | -- | -- | (867,430) | (867,430) |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| BALANCES, December 31, 1995... | 40,700,000 | 407,000 | -- | 1,846,472 | -- | -- | 1,537,280 | 3,790,752 |
| Purchase of Access 24 (Note 16)..... | 970,240 | 9,702 | -- | 4,841,498 | -- | -- | -- | 4,851,200 |
| Cumulative translation adjustments..... | -- | -- | -- | -- | 147,103 | -- | -- | 147,103 |
| Net income..... | -- | -- | -- | -- | -- | -- | 3,318,248 | 3,318,248 |
| Dividends accrued on Preferred Stock (Note 11)..... | -- | -- | -- | -- | -- | -- | (422,430) | (422,430) |
| Issuance of restricted stock for compensation..... | 76,000 | 760 | -- | 379,240 | -- | (380,000) | -- | -- |
| Compensation expense with respect to restricted stock..... | -- | -- | -- | -- | -- | 63,336 | -- | 63,336 |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| BALANCES, June 30, 1996 (unaudited)..... | 41,746,240 | 417,462 | -- | 7,067,210 | 147,103 | (316,664) | 4,433,098 | 11,748,209 |
| Pro forma adjustments: | | | | | | | | |
| Initial public offering of Common Stock..... | 4,000,000 | 40,000 | -- | 52,525,000 | -- | -- | -- | 52,565,000 |
| Acquisition of Treasury Stock..... | -- | -- | -- | -- | -- | -- | -- | (988,100) |
| Conversion of Mandatorily Redeemable Preferred Stock to Common Stock (Note 11)..... | 9,300,000 | 93,000 | -- | 13,196,860 | -- | -- | -- | 13,289,860 |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| BALANCES, Pro Forma June 30, 1996 (unaudited)..... | 55,046,240 | \$550,462 | \$ -- | \$72,789,070 | \$147,103 | \$(316,664) | \$4,433,098 | \$76,614,969 |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- |

The accompanying notes are an integral part of these statements.

CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS

The accompanying notes are an integral part of these statements.

TELETECH HOLDINGS, INC.
AND SUBSIDIARIES

CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS

| | ELEVEN MONTHS ENDED DECEMBER 31, 1993 | YEAR ENDED DECEMBER 31, 1994 | 1995 | SIX MONTHS ENDED JUNE 30, 1995 | 1996 |
|--|--|---------------------------------|--------------|-----------------------------------|----------------|
| | | | | | |
| | | | | | (UNAUDITED) |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | | | | |
| Net increase (decrease) in bank overdraft..... | \$ 81,277 | \$ 479,213 | \$ 866,527 | \$ (510,000) | \$ (1,427,017) |
| Net increase (decrease) in short-term borrowings..... | 832,000 | (840,365) | 361,365 | (137,635) | 8,000,000 |
| Payments on long-term debt..... | (157,756) | (418,241) | (624,487) | (180,930) | (756,067) |
| Proceeds from long-term debt borrowings..... | 1,042,374 | 475,000 | -- | -- | -- |
| Payments under capital lease obligations..... | (99,984) | (324,924) | (969,942) | (415,777) | (1,324,833) |
| Payments under subordinated notes payable to stockholder..... | (49,695) | (125,680) | (1,104,337) | (1,104,337) | -- |
| Distributions to stockholder..... | -- | (440,000) | (1,694,974) | (1,694,974) | -- |
| Issuance of preferred stock..... | -- | -- | 12,000,000 | 12,000,000 | -- |
| Net cash provided by (used in) financing activities..... | 1,648,216 | (1,194,997) | 8,834,152 | 7,956,347 | 4,492,083 |
| Effect of exchange rate changes on cash.... | -- | -- | -- | -- | 101,000 |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS..... | (378,013) | 37,733 | 4,571 | (29,081) | 1,285,172 |
| CASH AND CASH EQUIVALENTS, beginning of period..... | 378,013 | -- | 37,733 | 37,733 | 42,304 |
| CASH AND CASH EQUIVALENTS, end of period... | \$ -- | \$ 37,733 | \$ 42,304 | \$ 8,652 | \$ 1,327,476 |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION: | | | | | |
| Cash paid for interest..... | \$ 299,552 | \$ 455,375 | \$ 464,551 | \$ 224,000 | \$ 438,000 |
| Cash paid for income taxes..... | \$ 108,085 | \$ 13,506 | \$ 2,423,591 | \$ 1,024,000 | \$ 1,050,000 |
| SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES: | | | | | |
| Assets acquired through capital leases... | \$ 2,137,884 | \$ 211,194 | \$ 4,106,326 | \$ 2,900,000 | \$ 5,752,000 |
| Stock issued in purchase of Access 24.... | \$ -- | \$ -- | \$ -- | \$ -- | \$ 4,851,000 |
| Restricted Stock issued under employment agreement..... | \$ -- | \$ -- | \$ -- | \$ -- | \$ 380,000 |

The accompanying notes are an integral part of these statements.

TELETECH HOLDINGS, INC.
AND SUBSIDIARIES
NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 1994 AND 1995
AND FOR THE ELEVEN MONTHS ENDED DECEMBER 31, 1993
AND FOR THE SIX MONTHS ENDED JUNE 30, 1995 AND 1996 (UNAUDITED)

TeleTech Holdings, Inc. ("THI" or the "Company") is a provider of outsourced strategic customer care solutions for Fortune 1000 corporations in targeted industries in the United States, United Kingdom, Australia and New Zealand. Customer care encompasses a wide range of customer acquisition, retention and satisfaction programs designed to maximize the lifetime value of the relationship between the Company's clients and their customers.

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The consolidated financial statements are comprised of the accounts of THI and its wholly owned subsidiaries, TeleTech Telecommunications, Inc., a California corporation ("TTC"), TeleTech Teleservices, Inc., a Colorado corporation ("TTS") and effective January 1, 1996, Access 24 and subsidiaries (Note 16), (jointly "the Group"). Prior to January 1, 1995, the Group comprised TTC and TTS, held under the common ownership of a sole stockholder ("the Stockholder"). Financial statements for 1993 and 1994 represent the combined financial statements of TTC and TTS.

In January 1995, a Preferred Stock Purchase Agreement and an Investment Agreement (collectively the "Agreements") were executed by TeleTech Investors General Partnership ("TIGP"), Essaness Theaters Corporation ("Essaness") and the Stockholder. The Stockholder of TTC and TTS contributed 100% of his shares in these companies to THI, a newly formed Delaware corporation, in exchange for 40,700,000 shares of THI's common stock, which constituted 100% of THI's outstanding stock. Concurrent with this stock exchange, TIGP and Essaness purchased an aggregate of 1,860,000 shares of THI's convertible preferred stock ("Preferred Stock") for \$12 million. The Preferred Stock is initially convertible into 9,300,000 shares of THI's common stock (Note 11). TIGP and Essaness purchased 1,705,000 and 155,000 shares of the Preferred Stock, respectively. The Agreements also required THI to enter into employment agreements with key executives, to obtain key man life and disability insurance policies and to adopt a stock option plan for key employees.

The exchange of stock constituted a reorganization of entities under common control and the assets and liabilities of TTC and TTS are reflected in the consolidated financial statements of THI based on their historical cost to TTC and TTS.

All intercompany balances and transactions have been eliminated in the consolidated and combined financial statements.

INITIAL PUBLIC OFFERING AND PRO FORMA INFORMATION (UNAUDITED)

On August 6, 1996 the Company completed an initial public offering of its common stock. The Company sold 4,000,000 shares of common stock at an offering price of \$14.50 per share. Total proceeds after deducting \$5,430,000 in estimated costs associated with the offering were \$52,565,000. Immediately prior to the closing of the offering the Company completed a five-for-one share common stock split. All common stock amounts, equivalent share amounts and per share amounts included in the accompanying financial statements and related notes have been adjusted to give effect to the stock split. In connection with the public offering, 9,300,000 shares of common stock were issued upon the conversion of all 1,860,000 outstanding shares of preferred stock and 98,810 treasury shares were acquired by the Company at \$10 per share. The unaudited pro forma statement of stockholders' equity as of June 30, 1996, reflects the the initial public offering and the conversion of all outstanding shares of preferred stock on a pro forma basis.

TELETECH HOLDINGS, INC.
AND SUBSIDIARIES
NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 1994 AND 1995
AND FOR THE ELEVEN MONTHS ENDED DECEMBER 31, 1993
AND FOR THE SIX MONTHS ENDED JUNE 30, 1995 AND 1996 (UNAUDITED)
(CONTINUED)

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)
INTERIM FINANCIAL STATEMENTS

The consolidated financial statements of THI as of June 30, 1995 and 1996 presented herein have been prepared by THI without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. The financial statements reflect all adjustments (consisting of only normal recurring accruals) which, in the opinion of management, are necessary to present fairly the financial position, results of operations and cash flows of THI and subsidiaries as of June 30, 1995 and 1996, and for the periods then ended.

FOREIGN CURRENCY TRANSLATION

The assets and liabilities of the Company's foreign subsidiaries whose functional currency is other than the U.S. Dollar are translated at the exchange rates in effect on the reporting date, and income and expenses are translated at the weighted average exchange rate during the period. The net effect of translation gains and losses are not included in determining net income, but are accumulated as a separate component of shareholders' equity. Foreign currency transaction gains and losses are included in determining net income. Such gains and losses were not material for any period presented.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost less accumulated depreciation. Additions, improvements, and major renewals are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred. Amounts paid for software licenses and third-party packaged software are capitalized. Costs relating to the internal development of software are expensed as incurred.

Depreciation is computed on the straight-line method based on the estimated useful lives of the assets, as follows:

| | |
|--------------------------------------|-----------|
| Computer equipment and software..... | 5 years |
| Telephone equipment..... | 5 years |
| Furniture and fixtures..... | 5-7 years |
| Leasehold improvements..... | 5-7 years |
| Vehicles..... | 5 years |

Assets acquired under capital lease obligations are amortized over the life of the applicable lease of four to seven years (or the estimated useful lives of the assets, of four to seven years, where title to the leased assets passes to the Company on termination of the lease).

REVENUE RECOGNITION

The Company recognizes revenues at the time services are performed. The Company has certain contracts which are billed in advance. Accordingly, amounts billed but not earned under these contracts are excluded from revenues and included in deferred income.

RESEARCH AND DEVELOPMENT

Research and development costs are charged to operations when incurred and are included in operating expenses. Research and development costs amounted to approximately \$430,000, \$684,000, \$458,000, \$221,062 (unaudited) and \$378,143 (unaudited) for the eleven months ended December 31, 1993, the years ended December 31, 1994 and 1995, and the six-month periods ended June 30, 1995 and 1996, respectively.

TELETECH HOLDINGS, INC.
AND SUBSIDIARIES
NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 1994 AND 1995
AND FOR THE ELEVEN MONTHS ENDED DECEMBER 31, 1993
AND FOR THE SIX MONTHS ENDED JUNE 30, 1995 AND 1996 (UNAUDITED)
(CONTINUED)

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)
DEFERRED CONTRACT COST

The Company defers certain incremental direct costs incurred in connection with preparing to provide services under long-term facilities management agreements. Costs that have been deferred include the costs of hiring dedicated personnel to manage client-owned facilities, their related payroll and other directly associated costs from the time long-term facilities management agreements are entered into until the beginning of providing services. Such costs are amortized over twelve months. Deferred contract costs at December 31, 1995 and June 30, 1996 include costs incurred in preparing to provide services under a five year agreement entered into in October, 1995, under which the Company began providing services during April 1996.

INTANGIBLE ASSETS

The excess of cost over the fair market value of tangible net assets and trademarks of acquired businesses is amortized on a straight-line basis over the periods of expected benefit of 15 years. Accumulated amortization of intangible assets for the six-month period ended June 30, 1996, was \$132,000 (unaudited). No amortization expense was recorded in prior periods.

Subsequent to an acquisition, the corporation continually evaluates whether later events and circumstances have occurred that indicate the remaining estimated useful life of an intangible asset may warrant revision or that the remaining balance of an intangible asset may not be recoverable. When factors indicate that an intangible asset should be evaluated for possible impairment, the corporation uses an estimate of the related business' undiscounted future cash flows over the remaining life of the asset in measuring whether the intangible asset is recoverable. Management does not consider that any provision for impairment of intangible assets is required.

INCOME TAXES

The Company accounts for income taxes under the provisions of Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" ("SFAS 109") which requires recognition of deferred tax assets and liabilities for the expected future income tax consequences of transactions which have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Net deferred tax assets may then be reduced by a valuation allowance for amounts which do not satisfy the realization criteria of SFAS 109.

During 1993 and 1994, TTC and TTS were S corporations and their income was taxable to the Stockholder rather than the companies. Effective January 1, 1995, S corporation status terminated and THI and its domestic subsidiaries began to file consolidated corporate Federal and state income tax returns (Access 24, (Note 16) will file separate tax returns in Australia). As required by SFAS 109, this change in tax status was recognized by establishing deferred tax assets and liabilities for temporary differences between the tax basis and amounts reported in the accompanying consolidated balance sheet (Note 8).

EARNINGS PER SHARE

Earnings per share are computed based upon the weighted average number of common shares and common share equivalents outstanding. The shares of convertible Preferred Stock are considered common stock equivalents due to the mandatory conversion provision (Note 11). Pursuant to Securities and Exchange

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(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Commission Staff Accounting Bulletin No. 83, common stock and common stock equivalent shares issued by the Company at prices below the initial public offering price during the twelve month period prior to the offering (using the treasury stock method) have been included in the calculation as if they were outstanding for all the periods presented regardless of whether they are antidilutive. On May 14, 1996, the Company approved a five-for-one share common stock split, which was effective on July 31, 1996 immediately prior to the initial public offering. Common stock amounts, equivalent share amounts and per share amounts have been adjusted retroactively to give effect to the stock split.

The weighted average number of common shares and common share equivalents was calculated as follows, reflecting the five-for-one stock split:

| | PRO FORMA ELEVEN MONTHS ENDED DECEMBER 31, | PRO FORMA YEAR ENDED DECEMBER 31, | YEAR ENDED DECEMBER 31, | SIX MONTHS ENDED JUNE 30, | |
|--|---|--|-------------------------------|------------------------------|------------|
| | 1993 | 1994 | 1995 | 1995 | 1996 |
| | (UNAUDITED) | (UNAUDITED) | | (UNAUDITED) | |
| Common shares outstanding..... | 40,700,000 | 40,700,000 | 40,700,000 | 40,700,000 | 41,746,240 |
| Convertible preferred stock... | -- | -- | 9,300,000 | 9,300,000 | 9,300,000 |
| Common equivalent shares..... | 3,052,831 | 3,052,831 | 4,304,486 | 4,280,779 | 3,281,953 |
| Shares used in computing pro forma net income per common and common equivalent share..... | 43,752,831 | 43,752,831 | 54,304,486 | 54,280,779 | 54,328,193 |

For comparative purposes, the earnings per share for 1993 and 1994 have been calculated on a pro-forma basis as the historical earnings per share is not meaningful due to the Company reorganization on January 1, 1995.

A portion of the proceeds from the initial public offering was used to repay short-term borrowings. If this reduction had taken place at January 1, 1995 or January 1, 1996, the effect on pro forma earnings would have been immaterial.

INCREASE IN AUTHORIZED SHARES

On May 14, 1996, the Board of Directors authorized an amendment to the Company's Certificate of Incorporation that was effective upon the closing of the initial public offering of the Company's Common Stock. The amendment increased the authorized shares of Common Stock to 150,000,000 shares and also authorized the Company to issue up to 10,000,000 shares of preferred stock.

RESTRICTED STOCK AWARDS

In January 1996, the Company awarded 76,000 restricted shares of the Company's common stock to certain employees as compensation to be earned over the term of the employees' related employment agreements (three years). The market value of the stock at the date of award was \$380,000. This amount has been recorded as unearned compensation-restricted stock and is shown as a separate component of stockholders' equity. For the six months ended June 30, 1996, the Company recognized \$63,336 of compensation expense.

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(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)
CASH AND CASH EQUIVALENTS

For the purposes of the statement of cash flows, the Company considers all cash and investments with an original maturity of 90 days or less to be cash equivalents.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

NEW ACCOUNTING STANDARDS

In March 1995, the Financial Accounting Standards Board issued SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of." SFAS 121 requires that long-lived assets and certain identifiable intangibles to be held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. SFAS 121 is effective for financial statements for fiscal years beginning after December 15, 1995. The adoption of SFAS 121 on January 1, 1996 had no impact on the Company's consolidated financial position or results of operations.

In October 1995, the Financial Accounting Standards Board issued SFAS No. 123, "Accounting for Stock Based Compensation." With respect to stock options granted to employees, SFAS No. 123 permits companies to continue using the accounting method promulgated by the Accounting Principles Board Opinion No. 25 ("APB No. 25"), "Accounting for Stock Issued to Employees," to measure compensation or to adopt the fair value based method prescribed by SFAS No. 123. If APB No. 25's method is continued, pro forma disclosures are required as if SFAS No. 123 accounting provisions were followed. Management has determined not to adopt SFAS No. 123's accounting recognition provisions (Note 12).

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(2) CONCENTRATIONS

The Company's revenues from major customers (revenues in excess of 10% of total sales) are from entities involved in the telecommunications, technology, transportation, healthcare and financial services industries. The revenues from such customers as a percentage of total sales for the periods ended December 31, 1993, 1994 and 1995 and for the six months ended June 30, 1995 and 1996 are as follows:

| | ELEVEN MONTHS ENDED DECEMBER 31, 1993 | YEAR ENDED DECEMBER 31, | | SIX MONTHS ENDED JUNE 30, | |
|-----------------|--|----------------------------|------|---------------------------------|------|
| | | 1994 | 1995 | 1995 | 1996 |
| | | | | (UNAUDITED) | |
| Customer A..... | 23% | 18% | 31% | 35% | 31% |
| Customer B..... | -- | 5% | 18% | 22% | 2% |
| Customer C..... | 21% | 17% | 9% | 11% | 4% |
| Customer D..... | -- | 13% | -- | -- | -- |
| Customer E..... | 18% | -- | -- | -- | -- |
| Customer F..... | -- | -- | 3% | -- | 19% |
| Customer G..... | -- | -- | -- | -- | 12% |
| | -- | -- | -- | -- | -- |
| | 62% | 53% | 61% | 68% | 68% |
| | -- | -- | -- | -- | -- |
| | -- | -- | -- | -- | -- |

The loss of one or more of its significant customers could have a material adverse effect on the Company's business, operating results or financial condition.

To limit the Company's credit risk, management performs ongoing credit evaluations of its customers and maintains allowances for potentially uncollectible accounts. Although the Company is directly impacted by economic conditions in the telecommunications, technology, transportation, healthcare and financial services industries, management does not believe significant credit risk exists at December 31, 1995 or at June 30, 1996.

GEOGRAPHIC AREA INFORMATION

Prior to the acquisition of Access 24 in January 1996 (Note 16), the Company operated exclusively within the United States. Unaudited geographic area information for the six months ended June 30, 1996 is as follows:

| | UNITED STATES | EUROPE | ASIA PACIFIC | TOTAL |
|--|---------------|------------|--------------|---------------|
| | | | | |
| Revenues..... | \$ 50,840,000 | \$ 477,000 | \$ 5,302,000 | \$ 56,619,000 |
| Income (loss) before income taxes..... | 5,201,000 | (56,000) | 590,000 | 5,735,000 |
| Assets..... | 56,054,000 | 693,000 | 7,004,000 | 63,751,000 |

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(3) PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 1994 and 1995, and June 30, 1996:

| | DECEMBER 31, | | JUNE 30, |
|--------------------------------------|--------------|-------------|--------------|
| | 1994 | 1995 | 1996 |
| | | | (UNAUDITED) |
| Computer equipment and software..... | \$5,848,105 | \$9,807,113 | \$15,802,368 |
| Telephone equipment..... | 1,105,246 | 1,219,642 | 1,410,746 |
| Furniture and fixtures..... | 1,507,171 | 2,938,478 | 7,058,520 |
| Leasehold improvements..... | 861,070 | 1,197,892 | 2,799,471 |
| Vehicles..... | -- | -- | 10,558 |
| | 9,321,592 | 15,163,125 | 27,081,663 |
| Less--Accumulated depreciation..... | (3,935,136) | (6,059,424) | (7,837,387) |
| | \$5,386,456 | \$9,103,701 | \$19,244,276 |

Included in the cost of property and equipment above is equipment obtained through capitalized leases. The following is a summary of equipment under capital leases as of December 31, 1994 and 1995, and June 30, 1996:

| | DECEMBER 31, | | JUNE 30, |
|--------------------------------------|--------------|-------------|--------------|
| | 1994 | 1995 | 1996 |
| | | | (UNAUDITED) |
| Computer equipment and software..... | \$ 726,569 | \$3,227,113 | \$8,074,173 |
| Telephone equipment..... | 282,969 | 310,295 | 309,367 |
| Furniture and fixtures..... | 847,984 | 2,038,597 | 4,984,641 |
| | 1,857,522 | 5,576,005 | 13,368,181 |
| Less--Accumulated depreciation..... | (556,704) | (1,291,704) | (2,247,890) |
| | \$1,300,818 | \$4,284,301 | \$11,120,291 |

Depreciation expense related to leased equipment under capital leases was \$109,556, \$409,518, \$984,597, \$165,120 (unaudited) and \$956,186 (unaudited) for the eleven months ended December 31, 1993, the years ended December 31, 1994 and 1995, and the six-month periods ended June 30, 1995 and 1996, respectively.

(4) CAPITAL LEASE OBLIGATIONS

On July 11, 1995, the Company negotiated a master lease agreement with a bank under which it may lease equipment up to a value of \$8,000,000. As of May 13, 1996, the master lease has been amended to increase the lease line to \$15,000,000. The term of the leases are 48 months and interest is payable at the then most recent weekly average of three-year Treasury notes plus 125 basis points. In August 1995, the Company entered into another master lease agreement with a bank under which it may lease equipment. Under the agreement, individual lease terms are negotiated on a lease by lease basis. Subsequent to December 31, 1995, the Company entered into several leases under this agreement which are being accounted for as operating leases (See Note 9).

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(4) CAPITAL LEASE OBLIGATIONS (CONTINUED)

The Company finances a substantial portion of its property and equipment under noncancelable capital lease obligations. Accordingly, the fair value of the equipment has been capitalized and the related obligation recorded. The average implicit interest rate on these leases was 8.9% at December 31, 1995. Interest is charged to expense at a level rate applied to declining principal over the period of the obligation.

The future minimum lease payments under capitalized lease obligations as of December 31, 1995 and June 30, 1996 are as follows:

| | DECEMBER 31, 1995 | JUNE 30, 1996 |
|---|----------------------|------------------|
| | ----- | ----- |
| | | (UNAUDITED) |
| Year ending December 31-- | | |
| 1996..... | \$ 1,658,828 | \$ 2,016,000 |
| 1997..... | 1,594,470 | 3,980,000 |
| 1998..... | 1,246,793 | 3,468,000 |
| 1999..... | 570,519 | 2,457,000 |
| 2000..... | 54,875 | 687,000 |
| | ----- | ----- |
| | 5,125,485 | 12,608,000 |
| Less--Amount representing interest..... | (676,522) | (2,292,840) |
| | ----- | ----- |
| | 4,448,963 | 10,315,160 |
| Less--Current portion of capital lease obligations..... | (1,255,966) | (3,285,408) |
| | ----- | ----- |
| | \$ 3,192,997 | \$ 7,029,752 |
| | ----- | ----- |

Interest expense on the outstanding obligations under such leases was \$39,981, \$160,483, \$312,653, \$147,600 (unaudited) and \$326,300 (unaudited) for the eleven months ended December 31, 1993, the years ended December 31, 1994 and 1995, and the six-month periods ended June 30, 1995 and 1996, respectively.

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(5) LONG-TERM DEBT

As of December 31, 1994 and 1995 and June 30, 1996, long-term debt consisted of the following (unsecured unless otherwise stated):

| | DECEMBER 31, | | JUNE 30, |
|--|--------------|------------|-------------|
| | 1994 | 1995 | 1996 |
| | | | (UNAUDITED) |
| Note payable, interest at 8% per annum, principal and interest payable monthly at \$3,594, maturing May 2000... | \$ 189,177 | \$ 160,131 | \$ 144,716 |
| Note payable, collateralized by all of the assets of TTS, interest payable monthly at 6% per annum, principal due July 1995..... | 350,000 | -- | -- |
| Note payable, interest at 6% per annum, principal and interest payable monthly at \$4,563, maturing January 1997..... | 106,989 | 57,297 | 31,314 |
| Note payable, interest at 13% per annum, principal and interest payable monthly at \$9,266, maturing April 1995..... | 95,599 | -- | -- |
| Note payable, interest at 6% per annum, principal and interest payable monthly at \$3,598, maturing June 1997..... | 100,000 | 61,786 | 41,804 |
| Note payable, interest at 5% per annum, principal and interest payable monthly at \$7,077, maturing January 2000..... | 375,000 | 313,064 | 278,068 |
| | 1,216,765 | 592,278 | 495,902 |
| Less--Current portion..... | (624,483) | (195,660) | (171,386) |
| | \$ 592,282 | \$ 396,618 | \$ 324,516 |

Annual maturities of the long-term debt described above are as follows:

| | DECEMBER 31, 1995 | JUNE 30, 1996 |
|--------------------------------------|----------------------|------------------|
| | | (UNAUDITED) |
| Year ended December 31-- | | |
| 1996 (June 30, 1996 - 6 months)..... | \$ 195,660 | \$ 99,284 |
| 1997..... | 134,324 | 134,324 |
| 1998..... | 115,210 | 115,210 |
| 1999..... | 122,278 | 122,278 |
| 2000..... | 24,806 | 24,806 |
| Thereafter..... | -- | -- |
| | \$ 592,278 | \$ 495,902 |

(6) SHORT-TERM BORROWINGS

On June 23, 1994, TTC entered into a revolving line of credit agreement (the "Credit Agreement") with a bank under which it could borrow up to \$3,000,000 through June 30, 1995. Initial borrowings under this line of credit were used to retire TTC's previous line of credit. Interest is payable monthly at the bank's prime rate plus 1.75% (10.25% at December 31, 1994).

On April 12, 1995, the Company negotiated a new unsecured revolving line of credit agreement with the bank under which it may borrow up to \$5,000,000. Interest is payable at various interest rates. The borrowings can be made at (1) the bank's prime rate, (2) a CD rate plus 125 basis points for periods of 7 to 90

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(6) SHORT-TERM BORROWINGS (CONTINUED)

days with minimum advances of \$500,000 with \$100,000 increments, (3) LIBOR plus 125 basis points for borrowing periods of 1, 2, 3 or 6 months, or (4) agreed upon rates. At December 31, 1995 and June 30, 1996, the amount outstanding under this facility was \$1,000,000 and \$9,000,000, respectively, and is classified as short-term.

In April 1996, the Company was granted an increased line of credit of \$15,000,000 through May 1998. The terms of this line of credit remained unchanged from the previous \$5,000,000 line of credit.

The Company is required to comply with certain minimum financial ratios under covenants in connection with the borrowings described above. Outstanding borrowings under the line of credit were repaid in August 1996 with a portion of the net proceeds received by the Company from the initial public offering.

(7) SUBORDINATED NOTES PAYABLE TO COMMON STOCKHOLDER

At December 31, 1994 subordinated notes payable to the Stockholder with interest at 8% per annum amounted to \$1,104,337, of which \$145,299 was due within one year.

These notes payable were subordinated to the long-term debt (Note 5) and the short-term borrowings (Note 6) as specified in the credit agreements. Interest incurred on indebtedness to the stockholder amounted to approximately \$91,000, \$96,000, \$11,000, \$11,000 (unaudited) and \$0 (unaudited) for the eleven months ended December 31, 1993, the years ended December 31, 1994 and 1995, and the six months ended June 30, 1995 and 1996, respectively.

In February 1995, in conjunction with the Company's reorganization and stock sale (Note 1), the Company paid in full these subordinated notes payable.

(8) INCOME TAXES

As stated in Note 1, TTC and TTS terminated their S corporation status effective January 1, 1995. This change in tax status was recognized by establishing net deferred tax liabilities of approximately \$212,000 on that date for temporary differences between tax basis and amounts reported in the accompanying combined balance sheets of TTC and TTS. The current provision for income taxes for 1994 and for the 11 months ended December 31, 1993, reflects only amounts payable to certain state tax jurisdictions that do not recognize S corporation status. Beginning in 1995, THI and its domestic subsidiaries will file consolidated corporate federal and state income tax returns. Access 24 (Note 17) will file separate tax returns in the various countries in which it provides services.

The components of income before income taxes are as follows:

| | ELEVEN MONTHS ENDED DECEMBER 31, | YEAR ENDED DECEMBER 31, | | SIX MONTHS ENDED JUNE 30, | |
|---------------|--|----------------------------|-------------|---------------------------------|-------------|
| | 1993 | 1994 | 1995 | 1995 | 1996 |
| | (UNAUDITED) | | | (UNAUDITED) | |
| Domestic..... | \$ 537,676 | \$1,714,710 | \$7,085,080 | \$4,194,551 | \$5,201,000 |
| Foreign..... | -- | -- | -- | -- | 534,108 |
| Total..... | \$ 537,676 | \$1,714,710 | \$7,085,080 | \$4,194,551 | \$5,735,108 |

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(8) INCOME TAXES (CONTINUED)

The components of the provision for income taxes are as follows:

| | YEAR ENDED DECEMBER 31, 1995 | SIX MONTHS ENDED JUNE 30, ----- 1995 1996 ----- (UNAUDITED) | |
|---|------------------------------------|--|--------------|
| Current provision: | | | |
| Federal..... | \$2,472,925 | \$ 1,338,389 | \$ 1,900,227 |
| State..... | 433,813 | 223,345 | 418,000 |
| Foreign..... | -- | -- | 259,633 |
| | ----- | ----- | ----- |
| | 2,906,738 | 1,561,734 | 2,577,860 |
| | ----- | ----- | ----- |
| Deferred provision: | | | |
| Federal..... | (153,610) | -- | (133,000) |
| State..... | (36,632) | -- | (28,000) |
| | ----- | ----- | ----- |
| | (190,242) | -- | (161,000) |
| Change in tax status from S corporation to C corporation..... | 212,500 | 212,500 | -- |
| | ----- | ----- | ----- |
| | \$2,928,996 | \$ 1,774,234 | \$ 2,416,860 |
| | ----- | ----- | ----- |

The following reconciles the Company's effective tax rate to the federal statutory rate for the year ended December 31, 1995 and for the six months ended June 30, 1995 and 1996:

| | YEAR ENDED DECEMBER 31, 1995 | SIX MONTHS ENDED JUNE 30, ----- 1995 1996 ----- (UNAUDITED) | |
|---|------------------------------------|--|--------------|
| Income tax expense per federal statutory rate..... | \$2,408,927 | \$ 1,425,807 | \$ 2,007,300 |
| State income taxes, net of federal deduction..... | 262,139 | 135,927 | 271,700 |
| Effect of change in tax status from S corporation to C corporation..... | 212,500 | 212,500 | -- |
| Permanent differences..... | 37,210 | -- | 84,860 |
| Environmental tax..... | 8,220 | -- | -- |
| Foreign income taxed at higher rate..... | -- | -- | 53,000 |
| | ----- | ----- | ----- |
| | \$2,928,996 | \$ 1,774,234 | \$ 2,416,860 |
| | ----- | ----- | ----- |

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(8) INCOME TAXES (CONTINUED)

The Company's deferred income tax assets and liabilities are summarized as follows:

| | YEAR ENDED DECEMBER 31, 1995 | SIX MONTHS ENDED JUNE 30, 1996 |
|--|------------------------------------|--------------------------------------|
| | ----- | ----- |
| | | (UNAUDITED) |
| Deferred tax assets: | | |
| Allowance for doubtful accounts..... | \$ 178,068 | \$ 293,000 |
| Vacation accrual..... | 307,674 | 345,000 |
| | ----- | ----- |
| | 485,742 | 638,000 |
| Deferred tax liabilities: | | |
| Excess depreciation for tax..... | (507,365) | (499,000) |
| | ----- | ----- |
| Net deferred income tax (liability) asset..... | \$ (21,623) | \$ 139,000 |
| | ----- | ----- |

A valuation allowance has not been recorded as the Company expects that all deferred tax assets will be realized in the future.

The combined statement of income for 1993 and 1994 presents, on an unaudited pro forma basis, net income as if the Company had filed consolidated C corporation federal and state income tax returns for that year. The pro forma tax effects assume that the deferred tax assets established effective January 1, 1995, as described above, would have been provided for as the related temporary differences arose. The pro forma provision for income taxes for 1993 and 1994 is reconciled to the amount computed by applying the statutory federal tax rate to income before taxes as follows:

| | UNAUDITED | |
|--|---------------------|---------------------|
| | 1993 (PRO FORMA) | 1994 (PRO FORMA) |
| | ----- | ----- |
| | AMOUNT | AMOUNT |
| | ----- | ----- |
| Income tax expense per federal statutory rate..... | \$ 182,810 | \$ 583,001 |
| State income taxes, net of federal deduction..... | 23,410 | 81,491 |
| Permanent differences..... | 32,776 | 13,110 |
| | ----- | ----- |
| Total pro forma provision for income taxes..... | 238,996 | 677,602 |
| Historical provision (benefit) for income taxes..... | (10,000) | 19,736 |
| | ----- | ----- |
| Pro forma tax effects..... | \$ 248,996 | \$ 657,866 |
| | ----- | ----- |

(9) COMMITMENTS AND CONTINGENCIES

The Company leases its premises in Sherman Oaks and Burbank, California and Denver, Colorado pursuant to agreements expiring through 2003. The monthly rents are subject to certain operating expenses and real estate taxes.

The Company has various operating leases for equipment and office space. Lease expense under operating leases was approximately \$626,000, \$1,366,000, \$2,023,000, \$1,018,000 (unaudited) and \$2,044,000 (unaudited), for the eleven months ended December 31, 1993, the years ended December 31, 1994 and 1995, and the six months ended June 30, 1995 and 1996, respectively.

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(9) COMMITMENTS AND CONTINGENCIES (CONTINUED)

The future minimum rental payments required under noncancelable operating leases as of December 31, 1995, and June 30, 1996, are as follows:

| | DECEMBER 31, 1995 | JUNE 30, 1996 |
|--------------------------|----------------------|------------------|
| | ----- | ----- |
| | | (UNAUDITED) |
| Year ended December 31-- | | |
| 1996..... | \$2,611,341 | \$2,298,000 |
| 1997..... | 2,202,442 | 4,159,000 |
| 1998..... | 1,877,301 | 3,835,000 |
| 1999..... | 1,773,350 | 3,771,000 |
| 2000..... | 768,452 | 2,269,000 |
| Thereafter..... | 1,974,493 | 3,476,000 |
| | ----- | ----- |
| | \$11,207,379 | \$19,808,000 |
| | ----- | ----- |
| | ----- | ----- |

(10) EMPLOYEE BENEFIT PLAN

The Company has a 401(k) Profit Sharing Plan which covers all employees who have completed one year of service, as defined, and are 21 or older. Participants may defer up to 19% of their gross pay up to a maximum limit determined by law. Participants are always 100% vested in their contributions.

The Company may make discretionary contributions to the plan which are distributed to participants in accordance with the plan. Participants are vested in these contributions at a rate of 20% per year. For the eleven months ended December 31, 1993 and the years ended December 31, 1994 and 1995, the Company's contributions to the plan were \$40,000, \$64,000 and \$131,000, respectively. There were no contributions made during the periods ended June 30, 1995 and 1996.

(11) MANDATORILY REDEEMABLE CONVERTIBLE PREFERRED STOCK

In January, 1995, the Company issued 1,860,000 shares of convertible preferred stock, \$6.45 par value, at \$6.45 per share for gross proceeds of \$12,000,000. The Company used the funds for the repayment of certain notes as well as for working capital requirements.

The 1,860,000 shares of Preferred Stock initially were convertible at the option of the preferred stockholders, into 9,300,000 shares of common stock, subject to adjustment in the event of certain issuances of common stock, excluding up to 7,000,000 shares of common stock are reserved for issuance upon exercise of stock options, to ensure that preferred stockholders maintained ownership of 16.9% of the common stock on a fully diluted basis (as adjusted pursuant to the Company's Certificate of Incorporation).

In the event that preferred stockholders had not exercised their conversion rights set out above, the preferred stock automatically would have been converted into common stock at the rate set out above, at the earlier of the consummation of a qualified initial offering of shares to the public (as defined in the Company's Certificate of Incorporation) or May 18, 2002.

In the event that the holders of Preferred Stock had not exercised their conversion rights prior to May 18, 2002, they would have been entitled to either convert their Preferred Stock to shares of common stock or redeem their shares for cash. Such conversion was to have provided an internal rate of return to the preferred stockholders of 7% per annum. Accordingly, dividends have been accrued cumulatively at the rate

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(11) MANDATORILY REDEEMABLE CONVERTIBLE PREFERRED STOCK (CONTINUED)
of 0.5833% per month. In connection with and immediately prior to the Company's initial public offering, all 1,860,000 outstanding shares of Preferred Stock together with all accrued dividends thereon were converted into 9,300,000 shares of Common Stock.

(12) STOCK OPTION PLANS

The Company adopted a stock option plan during 1995 and amended and restated the plan in January 1996, for directors, officers, employees, consultants and independent contractors. The plan reserves 7,000,000 shares of common stock and permits the award of incentive stock options ("ISOs"), other non-qualified options ("NSOs"), stock appreciation rights ("SARs") and restricted stock. Under the terms of this plan, the purchase price of shares subject to each ISO granted must not be less than the fair market value on the date of grant. The compensation committee of the Board of Directors has complete discretion as to exercise prices of all other awards, including NSOs. Outstanding options vest over a three or five-year period and are exercisable for ten years from the date of grant.

In January, 1996, the Company adopted a stock option plan for non-employee directors (the "Director Plan"), covering 750,000 shares of common stock. All options are to be granted at fair market value at the date of grant. Options vest as of the date of the option and are not exercisable until six months after the option date. Options granted are exercisable for ten years from the date of grant unless a participant is terminated for cause or one year after a participant's death. Options to purchase 237,500 shares were outstanding at June 30, 1996.

STATEMENT OF FINANCIAL ACCOUNTING STANDARDS NO. 123 ("SFAS 123")

During 1995, the Financial Accounting Standards Board issued SFAS 123, "Accounting for Stock Based Compensation," which defines a fair value based method of accounting for an employee stock option or similar equity instrument and encourages all entities to adopt that method of accounting for all of their employee stock compensation plans. However, it also allows an entity to continue to measure compensation cost for those plans using the method of accounting prescribed by the Accounting Principles Board Opinion No. 25 ("APB 25"), "Accounting for Stock Issued to Employees." Entities electing to remain with the accounting in APB 25 must make pro forma disclosures of net income and earnings per share, as if the fair value based method of accounting defined in this Statement has been applied.

The Company has elected to account for its stock-based compensation plans under APB 25; however, the Company has computed for pro-forma disclosure purposes the value of all options granted during 1995 and in the six months ended June 30, 1996, using the Black-Scholes option pricing model as prescribed by SFAS 123 and the following weighted average assumptions used for grants:

| | |
|------------------------------|------------|
| Risk-free interest rate..... | 6.32% |
| Expected dividend yield..... | 0% |
| Expected lives..... | 4.11 years |
| Expected volatility..... | 59% |

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(12) STOCK OPTION PLANS (CONTINUED)

Options were assumed to be exercised upon vesting for the purpose of this valuation. Adjustments are made for options forfeited prior to vesting. The total value of options granted was computed to be the following approximate amounts, which would be amortized on a straight line basis over the vesting period of the options:

| | |
|---|------------|
| Year ended December 31, 1995..... | \$ 340,727 |
| Six months ended June 30, 1996 (unaudited)..... | \$ 656,147 |

If the Company had accounted for these plans in accordance with SFAS 123, the Company's net income and pro forma net income per share would have been reported as follows:

NET INCOME

| | YEAR ENDED DECEMBER 31, 1995 | SIX MONTHS ENDED JUNE 30, 1996 (UNAUDITED) |
|------------------|------------------------------------|---|
| As Reported..... | \$4,156,084 | \$ 3,318,248 |
| Pro Forma..... | 3,815,357 | 2,662,101 |

PRO FORMA NET INCOME PER COMMON AND COMMON EQUIVALENT SHARE

| | YEAR ENDED DECEMBER 31, 1995 | SIX MONTHS ENDED JUNE 30, 1996 (UNAUDITED) |
|------------------|------------------------------------|--|
| As Reported..... | \$.08 | \$.06 |
| Pro Forma..... | \$.07 | \$.05 |

A summary of the status of the Company's two stock option plans at June 30, 1996 and December 31, 1995 together with changes during the periods then ended are presented in the following table:

| | YEAR ENDED DECEMBER 31, 1995 | SIX MONTHS ENDED JUNE 30, 1996 | | SIX MONTHS ENDED JUNE 30, 1996 |
|---|---------------------------------|---|-----------|---|
| | SHARES | WEIGHTED AVERAGE PRICE PER SHARE | SHARES | WEIGHTED AVERAGE PRICE PER SHARE |
| Outstanding at beginning of period..... | -- | | 2,355,000 | \$ 1.90 |
| Grants during period..... | 2,355,000 | \$ 1.90 | 2,442,345 | \$ 7.21 |
| Outstanding at end of period..... | 2,355,000 | \$ 1.90 | 4,797,345 | \$ 4.60 |

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(12) STOCK OPTION PLANS (CONTINUED)

The following table sets forth the exercise price range, number of shares, weighted average exercise price and remaining contractual lives by groups of similar price and grant date:

| EXERCISE PRICE RANGE | NUMBER OF SHARES | WEIGHTED AVERAGE PRICE | WEIGHTED AVERAGE CONTRACTUAL LIFE |
|-------------------------|---------------------|---------------------------|--|
| \$ 1.29 - \$1.30 | 1,400,000 | \$ 1.29 | 10 |
| \$ 2 | 405,000 | \$ 2.00 | 10 |
| \$ 3 - \$5 | 1,303,440 | \$ 4.31 | 10 |
| \$ 7 - \$9 | 1,688,905 | \$ 8.19 | 10 |

Subsequent to June 30, 1996, THI granted an additional 340,985 options at a weighted average price of \$15.99.

(13) FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair values of cash equivalents and other current amounts receivable and payable approximate the carrying amounts due to their short-term nature. Short-term investments consist of overnight deposits in mutual funds. These funds hold short-term investments which include primarily U.S. Government Treasury Bills, bankers' acceptance notes, commercial paper and Master notes with maturities of 90 days or less. Interest accrues daily on these funds, and accordingly, the carrying values of these investments approximate their fair values.

Debt carried on the Company's consolidated balance sheet of \$592,278 and \$495,902 at December 31, 1995 and June 30, 1996, has an estimated fair value of \$626,478 and \$524,536, respectively. The fair value of the long-term portion of the Company's debt is based on discounting future cash flows using current interest rates adjusted for risk. The fair value of the short-term debt approximates its recorded value due to its short-term nature.

(14) OTHER INCOME

Other income (expense) for the year ended December 31, 1995 and for the six months ended June, 1995 includes \$2,400,000 received in settlement of a premature termination of a contract.

(15) RELATED PARTY TRANSACTIONS

The Company provides reservation call handling services to Midway Airlines Corporation ("Midway"), a majority-owned subsidiary of Zell/Chilmark Fund, L.P. Samuel Zell, a director of the Company, is an affiliate of Zell/Chilmark Fund, L.P. and Rod Dammeyer, a director of the Company and a member of the Audit Committee of the Board of Directors, is the managing director of Zell/Chilmark Fund, L.P. During the twelve months ended December 31, 1995 and the nine months ended September 30, 1996, the Company charged Midway an aggregate of \$1,291,862 and \$1,792,000, respectively, for services rendered by the Company. As of December 31, 1995 and October 7, 1996, the amounts due from Midway for services rendered by the Company was \$535,845 and \$550,714 (unaudited), respectively, of which \$354,526 and \$388,000 (unaudited), respectively, was past due.

In April 1996, the Company agreed to accept from Midway, and Midway delivered to the Company, a promissory note in the principal amount of \$500,000 to evidence a portion of the total amount due. The note bears interest at a rate of 8% per annum and is payable in 12 equal installments of principal, together with

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(15) RELATED PARTY TRANSACTIONS (CONTINUED)

interest, commencing May 1, 1996. On October 7, 1996, a balance of \$234,000 (unaudited) was outstanding under this promissory note, which is included in the past due amounts discussed above. The Company is continuing to provide call handling services to Midway.

The Company utilizes the services of The Riverside Agency, Inc. for reviewing, obtaining and/or renewing various insurance policies. The Riverside Agency, Inc. is a wholly owned subsidiary of Equity Group Investments, Inc., of which Samuel Zell, a director of the Company, is Chairman of the Board. During the twelve months ended December 31, 1995 and the six months ended June 30, 1996, the Company incurred \$23,965 and \$141,407, respectively, for such services.

During the six months ended June 30, 1996, TeleTech paid an aggregate of \$45,463 to various subsidiaries of Jacor Communications, Inc., an owner and operator of radio stations throughout the United States, for broadcasting radio advertisements regarding employment opportunities at TeleTech. Rod Dammeyer, a director of TeleTech, is a director of Jacor Communications, Inc.

In May 1996, the Board of Directors approved the payment of fees to the Equity Group Investments, Inc., an affiliate of Samuel Zell, a director of the Company, for advice and assistance in consummating the following transactions:

| | | |
|------|---|-------------|
| i) | Access 24 purchase (Note 16)..... | \$ 300,000 |
| ii) | The Company's initial public offering of stock..... | 500,000 |
| iii) | Sale of Access 24, Limited stock to PPP..... | 200,000 |
| | | ----- |
| | | \$1,000,000 |
| | | ----- |
| | | ----- |

Fees associated with the Access 24 purchase have been allocated to the purchase price. Fees associated with the initial public offering of common stock have been netted against the offering proceeds received by the Company. Fees associated with the sale of stock to PPP have been netted against the proceeds from this sale.

(16) ACQUISITIONS

On January 1, 1996, the Company acquired 100% of the common stock of Access 24 Services Corporation Pty Limited (with its subsidiaries, "Access 24"), for consideration of \$7.1 million, consisting of cash of \$2.27 million and 970,240 shares of common stock in the Company. Access 24 provides inbound, toll free customer service, primarily to the healthcare and financial services sector in Australia, the United Kingdom and New Zealand.

On April 30, 1996, the Company sold 50% of the common stock of Access 24 Limited ("Access 24 UK") to PPP Health Care Group plc ("PPP") for \$3.8 million cash. Access 24 UK is the United Kingdom subsidiary of Access 24, acquired by the Company as part of the Access 24 acquisition, which operates a call center in London, England. In addition PPP also purchased 1,000,000 preferred shares of Access 24 UK for consideration of \$1.5 million. The preferred shares have a par value of 1 pound each and dividends are cumulative at the rate of 7% per annum. A portion of the proceeds from the sale of the preferred stock was used to repay outstanding advances from Access 24.

The acquisition of Access 24 has been accounted for using the purchase method. The proceeds from the sale of 50% of the stock of Access 24 UK in excess of the proportionate share of the carrying amounts of the

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(16) ACQUISITIONS (CONTINUED)

Access 24 UK assets and liabilities have been reflected as a reduction of the goodwill arising from the Access 24 acquisition. The Company's remaining 50% interest in Access 24 UK is being accounted for using the equity method of accounting. Under the equity method, the Company's investment is initially recorded at cost and is adjusted to recognize the Company's 50% share of net earnings or losses of the affiliated company. Access 24 UK did not contribute significantly to the results of operations of the Company for any period presented. The excess of the cost of the investment over the underlying net assets of Access 24 UK is being amortized using the straight line method over 15 years.

The following unaudited pro forma consolidated income statement gives effect to the consummation of the acquisition as if it had occurred on January 1, 1995:

CONSOLIDATED CONDENSED STATEMENTS OF INCOME
(IN THOUSANDS)

| | YEAR ENDED DECEMBER 31, 1995 | | |
|---|------------------------------|-----------|-----------|
| | THI | ACCESS 24 | PRO FORMA |
| | (UNAUDITED) | | |
| Revenue..... | \$ 50,467 | \$ 10,239 | \$ 60,706 |
| Net income (loss)..... | \$ 4,156 | \$ (166) | \$ 3,990 |
| Pro forma net income per common and common equivalent share..... | \$.08 | | \$.07 |
| Shares used in computing pro forma net income per common and common equivalent share..... | 54,304 | | 54,304 |

Pro forma net loss for Access 24 for the year ended December 31, 1995 reflects a charge of \$422,000 for amortization of goodwill arising on acquisition.

(17) SUBSEQUENT EVENTS (UNAUDITED)

RELATED PARTY TRANSACTION

On August 15, 1996, the Company entered into a one year consulting agreement with Richard Weingarten & Company, Inc. ("RWOC"). Under the consulting agreement, RWOC receives a monthly consulting fee of \$10,000. Mr. Weingarten, who is the founder and president of RWOC, tendered his resignation as a member of the board of directors of the Company effective as of the date of the consulting agreement. Mr. Weingarten also received an option to acquire 55,000 shares of Common Stock at an exercise price of \$18.00 per share.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the members of
Access 24 Service Corporation Pty Limited

We have audited the accompanying financial statements of Access 24 Service Corporation Pty Limited and Controlled Entities and of the economic entity for the periods ended 28 February 1995 and December 31, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on those financial statements based on our audit.

We conducted our audit in accordance with Australian Auditing Standards, which do not differ substantially from generally accepted auditing standards in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatements. An audit includes examining, on a test basis, evidence supporting amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Access 24 Service Corporation Pty Limited and Controlled Entities as of 28 February 1995 and December 31, 1995, and the results of the group's operations and cash flows for the periods then ended in accordance with Australian Accounting Standards.

There are certain differences between Australian Accounting Standards and those generally accepted in the United States of America. Application of the generally accepted accounting principles in the United States of America would not result in material differences to these financial statements.

ARTHUR ANDERSEN
Chartered Accountants

Sydney, Australia,
May 21, 1996

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
CONSOLIDATED BALANCE SHEETS

| | NOTE | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|------------------------------------|------|----------------------|----------------------|
| | | A\$ | A\$ (NOTE 22) |
| CURRENT ASSETS | | | |
| Cash..... | 5 | 1,837,982 | 816,220 |
| Receivables..... | 6 | 1,340,978 | 1,976,041 |
| Other..... | 7 | 165,432 | 401,173 |
| TOTAL CURRENT ASSETS..... | | 3,344,392 | 3,193,434 |
| NON-CURRENT ASSETS | | | |
| Property, plant and equipment..... | 8 | 2,170,050 | 4,217,281 |
| Intangibles..... | 9 | 2,163,362 | 1,964,360 |
| Other..... | 10 | 366,517 | 466,726 |
| TOTAL NON-CURRENT ASSETS..... | | 4,699,929 | 6,648,367 |
| TOTAL ASSETS..... | | 8,044,321 | 9,841,801 |
| CURRENT LIABILITIES | | | |
| Creditors and borrowings..... | 11 | 2,230,026 | 3,042,545 |
| Provisions..... | 12 | 1,586,870 | 802,176 |
| TOTAL CURRENT LIABILITIES..... | | 3,816,896 | 3,844,721 |
| NON-CURRENT LIABILITIES | | | |
| Creditors and borrowings..... | 13 | 791,276 | 2,521,226 |
| Provisions..... | 14 | 97,216 | 169,943 |
| TOTAL NON-CURRENT LIABILITIES..... | | 888,492 | 2,691,169 |
| TOTAL LIABILITIES..... | | 4,705,388 | 6,535,890 |
| NET ASSETS..... | | 3,338,933 | 3,305,911 |
| SHAREHOLDERS' EQUITY | | | |
| Share capital..... | 15 | 212 | 212 |
| Reserves..... | 16 | 3,007,188 | 3,017,136 |
| Retained profits..... | | 331,533 | 288,563 |
| TOTAL SHAREHOLDERS' EQUITY..... | | 3,338,933 | 3,305,911 |

The accompanying notes form an integral part of this balance sheet.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
CONSOLIDATED PROFIT AND LOSS ACCOUNTS

| | NOTE | YEAR ENDED FEBRUARY 28, 1995 | TEN MONTHS ENDED DECEMBER 31, 1995 |
|--|------|---------------------------------------|---|
| | | A\$ | A\$ (NOTE 22) |
| Operating revenue..... | 2 | 12,726,187 | 12,208,051 |
| Operating profit..... | 2 | 1,611,910 | 463,916 |
| Income tax attributable to operating profit..... | 3 | 612,820 | 492,351 |
| Operating profit/(loss) after income tax..... | | 999,090 | (28,435) |
| Retained profits at the beginning of the period..... | | 118,101 | 331,533 |
| Adjustment to retained profits at the beginning of the period re AASB 1028: Accounting for Employee Entitlements..... | 1 | -- | (14,535) |
| Adjusted retained profits at the beginning of the financial period..... | | 118,101 | 316,998 |
| Total available for appropriation..... | | 1,117,191 | 288,563 |
| Dividends provided for..... | | 785,658 | -- |
| Retained profits at the end of the financial period..... | | 331,533 | 288,563 |

The accompanying notes form an integral part of this profit and loss account.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
CONSOLIDATED STATEMENT OF CASH FLOWS

| | NOTE | YEAR ENDED FEBRUARY 28, 1995 | TEN MONTHS ENDED DECEMBER 31, 1995 |
|--|-------|---------------------------------------|---|
| | | A\$ | A\$ (NOTE 22) |
| Cash flows from operating activities | | | |
| Receipts from customers..... | | 12,451,360 | 11,936,094 |
| Payments to suppliers and employees..... | | (9,938,953) | (10,749,686) |
| Interest paid..... | | -- | (10,972) |
| Interest received..... | | 87,747 | 82,708 |
| Advances to related parties..... | | -- | (68,591) |
| Repayment of advances to related parties..... | | 78,855 | -- |
| Interest paid (leases)..... | | (70,192) | (128,958) |
| Income taxes paid..... | | (209,093) | (578,105) |
| Net operating cash flows..... | 21(b) | 2,399,724 | 482,490 |
| Cash flows from investing activities | | | |
| Cash paid for acquisition of property, plant and equipment..... | | (684,091) | (1,510,622) |
| Payments for investments..... | | -- | -- |
| Proceeds from sale of fixed assets..... | | 54,187 | 60,079 |
| Acquisition of intangibles..... | | (1,547) | -- |
| Net investing cash flows..... | | (631,451) | (1,450,543) |
| Cash flows from financing activities | | | |
| Proceeds from borrowings..... | | -- | 1,000,000 |
| Repayment of hire purchase and lease liabilities..... | | (260,613) | (456,043) |
| Advances to controlled entities..... | | -- | -- |
| Repayment of advances to controlled entities..... | | -- | -- |
| Dividends paid..... | | -- | (785,658) |
| Net financing cash flows..... | | (260,613) | (241,701) |
| Net increase/(decrease) in cash held..... | | 1,507,660 | (1,209,754) |
| Cash at the beginning of the financial period..... | | 327,538 | 1,837,982 |
| Exchange rate variations on foreign cash balances..... | | 2,784 | (8,461) |
| Cash at the end of the financial period..... | 21(a) | 1,837,982 | 619,767 |

The accompanying notes form an integral part of this statement of cash flows.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 1. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES:

(a) BASIS OF THE PREPARATION OF THE FINANCIAL STATEMENTS

The financial statements have been prepared in accordance with the historical cost convention using the accounting policies described below and do not take account of changes in either the general purchasing power of the dollar or in the prices of specific assets.

The carrying amounts of all non-current assets are reviewed at least annually to determine whether they exceed their recoverable amount. The recoverable amounts of all non-current assets have been determined using net cash flows which have not been discounted to their present value.

All amounts are in Australian dollars.

(b) PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the financial statements of the parent entity, Access 24 Service Corporation Pty Limited and its controlled entities. The term "Economic Entity" used throughout these financial statements means the parent entity and its controlled entities.

Where a controlled entity has been acquired during the period, its results are included in the consolidated result from the date of acquisition. Similarly, where a controlled entity is sold, its results are included in the consolidated result until the date of disposal.

All inter-entity balances and transactions have been eliminated.

(c) OPERATING REVENUE

Sales revenue represents revenue earned (net of discounts and allowances) from the sale of services. Other revenue includes interest income on short term deposits and gross proceeds from the sale of non-current assets.

(d) PLANT AND EQUIPMENT

(i) ACQUISITION

Items of plant and equipment are recorded at cost and depreciated as outlined below.

(ii) DISPOSALS OF ASSETS

The gain or loss on disposal of assets is calculated as the difference between the carrying amount of the asset at the time of disposal and the proceeds on disposal, and is included in the result of the economic entity in the period of disposal.

(iii) DEPRECIATION AND AMORTIZATION

Items of plant and equipment, and leasehold property, are depreciated/amortized over their estimated useful lives ranging from 3 to 30 years. The straight line method is used except in the case of one controlled entity where the reducing balance method is used in respect of all plant and equipment.

(iv) LEASED PLANT AND EQUIPMENT

Assets of the economic entity acquired under finance leases are capitalized. The initial amount of the leased asset and corresponding lease liability are recorded at the present value of minimum lease payments. Leased assets are amortized over the life of the relevant lease or, where it is likely the economic entity will obtain ownership of the asset on expiration of the lease, the expected useful life of the asset. Lease liabilities are reduced by the principal component of lease payments. The interest component is charged against operating profit.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 1995
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(CONTINUED)

NOTE 1. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

Operating leases are not capitalized and rental payments are charged against operating profit in the period in which they are incurred.

(e) INCOME TAX

The economic entity adopts the liability method of tax effect accounting.

Income tax expense is calculated on operating profit adjusted for permanent differences between taxable and accounting income. The tax effect of timing differences which arise from items being brought to account in different periods for income tax and accounting purposes, is carried forward in the balance sheet as a future income tax benefit or a deferred tax liability.

Future income tax benefits relating to tax losses are only brought to account when their realization is virtually certain.

(f) FOREIGN CURRENCY

TRANSACTIONS

Foreign currency transactions are translated to Australian currency at the rates of exchange ruling at the dates of the transactions. Amounts receivable and payable in foreign currencies at balance date are translated at the rates of exchange ruling on that date.

TRANSLATION OF FINANCIAL STATEMENTS OF OVERSEAS OPERATIONS

All overseas operations are deemed self-sustaining as each is financially and operationally independent of Access 24 Service Corporation Pty Limited. The financial statements of overseas operations are translated using the current rate method and any exchange differences are taken directly to the foreign currency translation reserve.

(g) PROVISIONS

EMPLOYEE ENTITLEMENTS

Provision has been made in the financial statements for benefits accruing to employees in relation to such matters as annual leave and long service leave. Long service leave provisions are calculated based on the probability of employee's service continuity, even though in some cases such amounts are not currently vesting.

From this financial year, all on-costs, including payroll tax, workers' compensation premiums and fringe benefits tax are included in the determination of provisions for annual leave and long service leave. Provisions for annual leave and current long service leave are measured at their nominal value. Non current long service leave is measured at its present value where materially different from the nominal value. All provisions were previously measured at their nominal value. This represents a change in accounting policy so as to satisfy the requirements of AASB 1028--Accounting for Employee Entitlements.

The impact of this change in policy for the economic entity is to reduce opening retained profits by A\$14,535.

DOUBTFUL DEBTS

The collectibility of debts is assessed at year end and specific provision is made for any doubtful accounts.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 1995
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(CONTINUED)

NOTE 1. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)
(h) SUPERANNUATION FUND

Contributions to a defined contribution superannuation fund are expensed in the year they are paid or become payable. No amount is recognized in the accounts or group accounts in respect of the net surplus or deficiency of each plan.

(i) INTANGIBLES

Goodwill represents the excess of the purchase consideration over the fair value of identifiable net assets acquired at the time of acquisition of a business or shares in a controlled entity.

Goodwill is amortized by the straight line method over the period during which benefits are expected to be received. This is taken as being 10 years.

(j) COMPARATIVE BALANCES

Certain prior year comparatives have been amended to accord with current year disclosure.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 1995
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(CONTINUED)

NOTE 2. REVENUE AND EXPENSES:

| | YEAR ENDED FEBRUARY 28, 1995 | TEN MONTHS ENDED DECEMBER 31, 1995 |
|--|------------------------------------|---|
| | ----- | ----- |
| | A\$ | A\$ |
| Operating revenues include the following: | | |
| Fees received..... | 12,316,889 | 11,783,312 |
| Interest from: | | |
| --other persons..... | 87,747 | 84,986 |
| Other revenue..... | 321,551 | 339,753 |
| | ----- | ----- |
| Total operating revenue..... | 12,726,187 | 12,208,051 |
| | ----- | ----- |
| EXPENSES: | | |
| Deductions from (additions to) operating revenue in arriving at operating profit include the following: | | |
| Abnormal item: | | |
| Write off of non recoverable loan..... | -- | 188,952 |
| | ----- | ----- |
| Other expenses: | | |
| Provision for doubtful debts..... | 35,255 | (42,135) |
| Provision for annual leave..... | 389,223 | 408,906 |
| Provision for long service leave..... | 25,230 | 16,203 |
| Rental expense on operating leases..... | 216,506 | 466,083 |
| Depreciation of plant and equipment..... | 346,420 | 547,589 |
| Interest paid | | |
| --Other persons..... | -- | 19,203 |
| --Finance leases and hire purchases..... | 70,192 | 130,408 |
| Amortization of goodwill..... | 237,668 | 210,048 |
| Amortization of finance lease assets..... | 203,335 | 196,086 |
| Foreign exchange (gains)/losses..... | (36,841) | 9,128 |
| (Gain)/loss on disposal of fixed assets (a)..... | 71,733 | (28,929) |
| | ----- | ----- |
| (a) Proceeds on the disposal of fixed assets were:..... | 54,187 | 60,079 |
| | ----- | ----- |

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 1995
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(CONTINUED)

NOTE 3. INCOME TAX:

(a) The difference between income tax expense provided in the financial statements and the prima facie income tax expense is reconciled as follows.

| | YEAR ENDED FEBRUARY 28, 1995 | TEN MONTHS ENDED DECEMBER 31, 1995 |
|--|------------------------------------|---|
| | A\$ | A\$ |
| Operating profit..... | 1,611,910 | 463,916 |
| Prima facie tax expense thereon at 36% (February 28, 1995: 33%)..... | 531,930 | 167,010 |
| Increase/ (decrease) in prima facie tax expense arising from: | | |
| Amortization of goodwill..... | 78,430 | 57,830 |
| Entertaining..... | 2,724 | 3,833 |
| Fringe benefit tax..... | 2,141 | -- |
| Write-off of non-recoverable loan..... | -- | 68,023 |
| Other non-deductible items..... | (3,667) | 21,585 |
| Effects of lower rates of tax on overseas income..... | -- | (5,537) |
| Prior year adjustment..... | 1,262 | 10,708 |
| Tax losses not brought to account..... | -- | 168,899 |
| Total income tax attributable to operating profit..... | 612,820 | 492,351 |
| Total income tax expense comprises movements in: | | |
| Provision for income tax..... | 656,627 | 445,758 |
| Provision for deferred income tax..... | 47,045 | 52,246 |
| Future income tax benefit..... | (90,852) | (5,653) |
| | 612,820 | 492,351 |

(b) As at 31 December 1995, there are companies within the economic entity which have income tax losses available to offset against future years' taxable income. The benefit of these losses has not been brought to account as realization is not virtually certain.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
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NOTE 4. PARENT ENTITY INVESTMENT IN CONTROLLED ENTITIES AND CONTRIBUTION TO CONSOLIDATED RESULT:

(a) Particulars in relation to controlled entities

| | % OF SHARES HELD | | BOOK VALUE OF INVESTMENT | | CONTRIBUTION TO CONSOLIDATED PROFIT/(LOSS) | |
|--|-------------------|------------------|--------------------------|------------------|--|------------------|
| | FEBRUARY 28, 1995 | DECEMBER 31 1995 | FEBRUARY 28, 1995 | DECEMBER 31 1995 | FEBRUARY 28, 1995 | DECEMBER 31 1995 |
| | | (NOTE 22) | A\$ | A\$ (NOTE 22) | A\$ | A\$ (NOTE 22) |
| Access 24 Service Corporation Pty Limited..... | -- | -- | -- | -- | 852,890 | 343,285 |
| Access 24 (Service Corporation) Limited (incorporated in New Zealand)..... | 100% | 100% | 83 | 83 | 146,200 | 99,021 |
| Controlled entities acquired during the period: | | | | | | |
| Support 24 Pty Limited (incorporated in Australia) (iii)(vi)..... | -- | -- | -- | -- | -- | -- |
| Access 24 Limited (incorporated in the United Kingdom) (iii)(iv)..... | -- | 100% | -- | 4 | -- | (440,535) |
| High Performance Healthcare Pty Limited (incorporated in Australia) (v)..... | -- | 100% | -- | 99 | -- | (30,206) |
| | | | 83 | 186 | 999,090 | (28,435) |
| | | | --- | --- | ----- | ----- |
| | | | --- | --- | ----- | ----- |

- - - - -

- (i) All entities operate solely in their place of incorporation.
- (ii) The financial year ends of each controlled entity are the same as that of the parent entity.
- (iii) This company is not audited by the parent entity auditor or their affiliates.
- (iv) The parent entity acquired this company for cash consideration of A\$4. The company did not trade prior to the acquisition by the parent entity.
- (v) The parent entity acquired this company for cash consideration of A\$99. The company did not trade prior to the acquisition by the parent entity.
- (vi) A 51% shareholding in this company was acquired for nil consideration on July 1, 1995 and was sold for A\$1 consideration on December 22, 1995. At the date of acquisition, the net deficiency of Support 24 was A\$145,983 made up of the following assets and liabilities by major class: Cash balances A\$2,089, Receivables A\$10,522, Fixed Assets A\$10,875 and Creditors & Borrowings A\$(169,469). At the date of disposal, the net assets of Support 24 were A\$892 and were made up of: Receivables A\$59,967 and Creditors & Borrowings A\$(59,075). A loss of A\$42,078 had been generated from trading activities during the period the company was a controlled entity and Access 24 Service Corporation Pty Limited forgave a loan of A\$188,952 resulting in an operating profit of A\$146,874 for the same period.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
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(CONTINUED)

NOTE 4. PARENT ENTITY INVESTMENT IN CONTROLLED ENTITIES AND CONTRIBUTION TO
CONSOLIDATED RESULT: (CONTINUED)
(b) Segment information

| | TEN MONTHS ENDED DECEMBER 31, 1995 | | | | |
|---------------------|------------------------------------|-----------------------|------------------|-------------------|-------------------|
| | EXTERNAL REVENUE | INTERGROUP REVENUE | TOTAL REVENUE | SEGMENT RESULT | SEGMENT ASSETS |
| | A\$ | A\$ | A\$ | A\$ | A\$ |
| Australia..... | 10,085,045 | 251,754 | 10,336,799 | 313,079 | 8,080,913 |
| New Zealand..... | 1,645,502 | -- | 1,645,502 | 99,021 | 1,203,597 |
| United Kingdom..... | 477,504 | -- | 477,504 | (438,957) | 2,170,657 |
| Eliminations..... | -- | (251,754) | (251,754) | (1,578) | (1,613,366) |
| Consolidated..... | 12,208,051 | -- | 12,208,051 | (28,435) | 9,841,801 |

| | YEAR ENDED FEBRUARY 28, 1995 | | | | |
|-------------------|------------------------------|-----------------------|------------------|-------------------|-------------------|
| | EXTERNAL REVENUE | INTERGROUP REVENUE | TOTAL REVENUE | SEGMENT RESULT | SEGMENT ASSETS |
| | A\$ | A\$ | A\$ | A\$ | A\$ |
| Australia..... | 11,228,111 | 169,891 | 11,398,002 | 852,890 | 7,440,308 |
| New Zealand..... | 1,498,076 | -- | 1,498,076 | 146,200 | 1,137,691 |
| Eliminations..... | -- | (169,891) | (169,891) | -- | (533,678) |
| Consolidated..... | 12,726,187 | -- | 12,726,187 | 999,090 | 8,044,321 |

The group derives income by providing emergency medical and trade assistance.

(c) Ultimate Parent Entity

The ultimate parent entity of Access 24 Service Corporation Pty Limited is the Royal Automobile Club of Victoria (RACV) Limited, a company incorporated in the state of Victoria.

NOTE 5. CASH:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|-------------------------------|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Cash at bank and in hand..... | 1,797,191 | 807,875 |
| Cash held in trust..... | 40,791 | 8,345 |
| | 1,837,982 | 816,220 |

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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(CONTINUED)

NOTE 6. RECEIVABLES:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|---|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Trade debtors..... | 801,326 | 1,288,033 |
| Provision for doubtful trade debtors..... | (43,665) | (1,530) |
| | 757,661 | 1,286,503 |
| Trade balances receivable from related parties..... | 117,882 | 186,474 |
| Amounts receivable from controlled entities..... | -- | -- |
| Accrued fees..... | 462,059 | 499,624 |
| Other debtors..... | 3,376 | 3,440 |
| | 1,340,978 | 1,976,041 |

NOTE 7. OTHER CURRENT ASSETS:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|-------------------|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Other assets..... | 96,348 | 121,621 |
| Prepayments..... | 69,084 | 279,552 |
| | 165,432 | 401,173 |

NOTE 8. PLANT AND EQUIPMENT:

Plant and equipment and leasehold improvements:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|--|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| At cost (a)..... | 2,124,874 | 4,285,965 |
| Less accumulated depreciation..... | (375,932) | (924,807) |
| | 1,748,942 | 3,361,158 |
| Leased plant and equipment: | | |
| Capitalized value of leased plant and equipment..... | 667,753 | 1,236,861 |
| Less accumulated amortization..... | (246,645) | (380,738) |
| | 421,108 | 856,123 |
| | 2,170,050 | 4,217,281 |

(a) A charge has been registered by a finance company, over assets under hire purchase of a controlled entity, to the value of A\$83,584.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
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(CONTINUED)

NOTE 9. INTANGIBLES:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|-------------------------------|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Goodwill at cost..... | 2,443,866 | 2,455,393 |
| Accumulated amortization..... | (280,504) | (491,033) |
| | 2,163,362 | 1,964,360 |

NOTE 10. OTHER NON-CURRENT ASSETS:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|---|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Investments | | |
| --Controlled entities (Note 4(a))..... | -- | -- |
| Security deposits..... | 82,895 | 110,770 |
| Future income tax benefit..... | 276,523 | 270,871 |
| Amount receivable from a controlled entity..... | -- | -- |
| Other non-current assets..... | 7,099 | 85,085 |
| | 366,517 | 466,726 |

NOTE 11. CREDITORS AND BORROWINGS (CURRENT):

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|---|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Bank overdraft..... | -- | 196,453 |
| Trade creditors..... | 294,785 | 357,306 |
| Sundry creditors..... | 928,507 | 948,329 |
| Lease and hire purchase liabilities (Note 18(a))..... | 607,080 | 821,968 |
| Prepaid fees and claims: | | |
| --Trade..... | 322,548 | 710,527 |
| --Trust accounts..... | 41,316 | 7,962 |
| Amounts due to related parties..... | 35,790 | -- |
| | 2,230,026 | 3,042,545 |

NOTE 12. PROVISIONS (CURRENT):

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|----------------------------|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Dividend..... | 785,657 | -- |
| Taxation..... | 567,220 | 423,680 |
| Employee entitlements..... | 233,993 | 378,496 |
| | 1,586,870 | 802,176 |

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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(CONTINUED)

NOTE 13. CREDITORS AND BORROWINGS (NON-CURRENT):

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|---|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Bank Loan (a)..... | -- | 1,000,000 |
| Lease and hire purchase liabilities (Note 18(a))..... | 791,276 | 1,521,226 |
| | 791,276 | 2,521,226 |

(a) The bank loan is secured by a registered mortgage debenture over all the assets/undertakings of the parent entity and by a letter of support to the value of A\$3.77 million from the ultimate parent entity, the RACV.

NOTE 14. PROVISIONS (NON-CURRENT):

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|----------------------------|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Deferred income tax..... | 59,099 | 111,345 |
| Employee entitlements..... | 38,117 | 58,598 |
| | 97,216 | 169,943 |

NOTE 15. SHARE CAPITAL:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|--|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Authorized capital: | | |
| --10,000,000 ordinary shares of A\$1 each..... | 10,000,000 | 10,000,000 |
| Issued and fully paid: | | |
| --212 ordinary shares of A\$1 each..... | 212 | 212 |

NOTE 16. RESERVES:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|--|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| Share premium account..... | 2,999,900 | 2,999,900 |
| Foreign currency translation..... | 7,288 | 17,236 |
| | 3,007,188 | 3,017,136 |
| Foreign currency translation | | |
| --Balance at beginning of year..... | (273) | 7,288 |
| --Gain on translation of overseas controlled entities..... | 7,561 | 9,948 |
| --Balance at end of period..... | 7,288 | 17,236 |

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 17. REMUNERATION OF AUDITORS:

Amounts received or due and receivable by the auditors of the company for:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|-------------------------|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| - --Audit services..... | 20,418 | 43,363 |
| - --Other services..... | 20,250 | -- |
| | 40,668 | 43,363 |

NOTE 18. COMMITMENTS:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|---|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| (a) Finance lease and hire purchase expenditure contracted for is payable as follows: | | |
| Not later than one year..... | 623,191 | 852,954 |
| Later than one year and not later than two years..... | 423,010 | 727,574 |
| Later than two years and not later than five years..... | 463,396 | 771,673 |
| | 1,509,597 | 2,352,201 |
| Deduct future finance charges (i)..... | (111,241) | (9,007) |
| Net lease and hire purchase liability..... | 1,398,356 | 2,343,194 |
| Reconciled to: | | |
| Current liability (Note 11)..... | 607,080 | 821,968 |
| Non-current liability (Note 13)..... | 791,276 | 1,521,226 |
| | 1,398,356 | 2,343,194 |

(i) In the current period, assets under hire purchase have been recorded on a gross basis, resulting in the recognition of a liability and equivalent asset equal to the amount of future interest payable. The finance charges disclosed for the current year relate solely to finance leases while the prior year comparatives include interest on assets under hire purchase.

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|---|----------------------|----------------------|
| | A\$ | A\$ (NOTE 22) |
| b) Operating leases expenditure contracted for is payable as follows: | | |
| Not later than one year..... | 238,429 | 302,129 |
| Later than one year and not later than two years..... | 243,739 | 320,008 |
| Later than two year and not later than five years..... | 517,833 | 361,031 |
| | 1,000,001 | 983,168 |

The above operating lease commitments include amounts for rental operating leases which are gross of amounts received for subleases of various premises.

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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(CONTINUED)

NOTE 19. REMUNERATION OF DIRECTORS:

The number of directors of the parent entity who received, or were due to receive, remuneration (including brokerage, commissions, bonuses, retirement payments and salaries, but excluding prescribed benefits) directly or indirectly from the company or any related body corporate, as shown in the following bands were:

| | | PARENT ENTITY | |
|-----|------------------------|----------------------|----------------------|
| | | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
| A\$ | 0 - A\$ 9,999..... | 2 | -- |
| | 20,000 - 29,999..... | -- | 1 |
| | 50,000 - 59,999..... | -- | 1 |
| | 110,000 - 119,999..... | -- | 1 |
| | 210,000 - 219,999..... | -- | 2 |
| | 250,000 - 259,999..... | 2 | -- |
| | 260,000 - 269,999..... | 1 | -- |
| | 270,000 - 279,999..... | -- | 1 |

| | | |
|---|-------------|-------------|
| The aggregate remuneration of the directors referred to in the above bands was: | A\$ 776,821 | A\$ 904,589 |
| | ----- | ----- |

The total of all remuneration received, or due and receivable, directly or indirectly, from the respective corporations of which they are a director, or any related body corporate, by all the directors of each corporation in the economic entity of December 31, 1995 and February 28, 1995 A\$904,589 and A\$839,301, respectively.

Amounts paid to or on behalf of directors of the company in respect of retirement benefits and superannuation contributions were:

| | |
|------------|------------|
| A\$ 67,043 | A\$ 53,071 |
| ----- | ----- |

NOTE 20. RELATED PARTY DISCLOSURES:

(a) The directors of Access 24 Service Corporation Pty Limited during the financial period were:

Dr. John Eric Kendall
Mr. Louis Thomas Carroll
Mr. Nigel Alexander Dick
Mr. John Norman Isaac
Mr. Keith William Blyth (resigned August 1, 1995)
Mr. Edmund Christopher Johnson (appointed September 8, 1995)

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
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(CONTINUED)

NOTE 20. RELATED PARTY DISCLOSURES: (CONTINUED)

(b) The following related party transactions occurred during the financial period:

| IDENTITY OF RELATED PARTY | NATURE OF RELATIONSHIP WITH ACCESS 24 SERVICE CORPORATION PTY LIMITED | OWNERSHIP INTEREST |
|--|---|--------------------|
| RACV Insurance Pty Limited | Commonly controlled entity | -- |
| Access 24 (Service Corporation) Limited (NZ) | Controlled entity | 100% |
| Access 24 Limited (UK) | Controlled entity | 100% |
| High Performance Healthcare Pty Ltd | Controlled entity | 100% |
| Support 24 Pty Limited | Controlled entity | 51% |
| Auto 24 Pty Limited | Commonly controlled entity | -- |
| Dataview Solutions Pty Limited | Director related entity | -- |

| IDENTITY OF RELATED PARTY | TYPE OF TRANSACTION | TERMS & CONDITIONS OF EACH TRANSACTION | VOLUME FEBRUARY 28, 1995 A\$ | VOLUME DECEMBER 31, 1995 A\$ (NOTE 22) |
|---|--|---|---------------------------------------|--|
| RACV Insurance Pty Limited | Sales | Commercial terms and conditions | 693,039 | 779,467 |
| Auto 24 Pty Limited | Staff services fees | Commercial terms and conditions | 448,863 | 877,093 |
| | Loans advanced | Interest charged at commercial bank rates | 545,000 | 651,050 |
| | Loan repayments | | 427,118 | 632,459 |
| | Interest receipts | | -- | 18,392 |
| High Performance Healthcare Pty Limited | Loans advanced | Nil interest | -- | 34,933 |
| Access 24 (Service Corporation) Limited | Management fees | Commercial terms and conditions | 169,891 | 251,754 |
| | Loans advanced | Nil interest | 555,000 | -- |
| | Loan repayments | | 42,000 | 220,708 |
| Support 24 Pty Limited | Loans advanced | Nil interest | -- | 313,952 |
| | Loan repayments | | -- | 75,000 |
| Dataview Solutions Pty Limited | Rent and related costs, software development, and accounts preparation | Commercial terms and conditions | 133,906 | 100,329 |
| Access 24 Limited | Loan advance | Nil interest | -- | 1,256,206 |

(c) During the current financial period, the parent entity entered into certain contracts on behalf of a controlled entity. These contracts are for:

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
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(CONTINUED)

NOTE 20. RELATED PARTY DISCLOSURES: (CONTINUED)

- the provision of services to third parties,
- operating lease for premises,
- finance lease for equipment.

The assets, liabilities, revenues and expenses associated with these contracts have been reflected in the financial statements of the economic entity. They have not been reflected in the financial statements of the parent entity as, in substance, the transactions relate solely to the operations of the controlled entity.

(d) Interests in the shares of entities within the economic entity held by directors of the reporting entity and their director related entities, as at December 31, 1995:

| ACCESS 24 SERVICE CORPORATION PTY LTD | | |
|--|----------------------|----------------------|
| ----- A\$1 ORDINARY SHARES, FULLY PAID ----- | | |
| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
| | ----- | ----- |
| J. E. Kendall..... | 70 | 70 |
| L. T. Carroll..... | 36 | 36 |

NOTE 21. CASH FLOWS:

(a) Reconciliation of cash

For the purposes of the statement of cash flows, cash includes cash on hand and in banks and deposits at call, net of outstanding bank overdrafts. Cash at the end of the financial period as shown in the statement of cash flows is reconciled to the related items in the balance sheet as follows:

| | FEBRUARY 28, 1995 | DECEMBER 31, 1995 |
|-------------------------------|----------------------|----------------------|
| | ----- | ----- |
| | A\$ | A\$ |
| Cash balance comprises: | | |
| Cash at bank and on hand..... | 1,797,191 | 807,875 |
| Cash held in trust..... | 40,791 | 8,345 |
| | ----- | ----- |
| | 1,837,982 | 816,220 |
| Bank overdraft..... | -- | (196,453) |
| | ----- | ----- |
| | 1,837,982 | 619,767 |
| | ----- | ----- |

ACCESS 24 SERVICE CORPORATION PTY LIMITED AND CONTROLLED ENTITIES
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(CONTINUED)

NOTE 21. CASH FLOWS: (CONTINUED)

(b) Reconciliation of operating profit/loss after tax to net cash flows from operating activities:

| | YEAR ENDED FEBRUARY 28, 1995 | TEN MONTHS ENDED DECEMBER 31, 1995 |
|--|------------------------------------|---|
| | ----- A\$ | ----- A\$ |
| | (NOTE 22) | |
| Operating profit/(loss) after tax..... | 999,090 | (28,435) |
| Depreciation and amortization: | | |
| --Property, plant and equipment..... | 346,420 | 547,589 |
| --Intangibles..... | 237,668 | 210,048 |
| --Leased assets..... | 203,335 | 196,086 |
| Gain/(loss) on sale of non-current assets..... | 70,736 | (28,929) |
| Bad and doubtful debts..... | 35,255 | (42,135) |
| Changes in assets and liabilities: | | |
| Trade receivables..... | (128,396) | (486,706) |
| Other receivables..... | 2,662 | (64) |
| Advances to related parties..... | -- | (68,592) |
| Intercompany trade receivables..... | -- | -- |
| Security deposits..... | -- | (27,875) |
| Accrued fees..... | -- | (37,565) |
| Future income tax benefit..... | (90,852) | 5,652 |
| Prepayments..... | (65,178) | (210,468) |
| Other assets..... | -- | (6,449) |
| Trade creditors..... | 4,359 | 62,521 |
| Sundry creditors and accruals..... | 225,978 | 19,822 |
| Prepaid fees and claims: | | |
| --Trade creditors..... | -- | 387,979 |
| --Trust accounts..... | (4,498) | (33,354) |
| Amounts due to related parties..... | -- | (35,790) |
| Repayment of advances to related parties..... | 78,855 | -- |
| Tax provision..... | 447,534 | (143,540) |
| Deferred income tax liability..... | 47,045 | 52,246 |
| Adjustment to retained earnings (re AASB 1028: Accounting for Employee Entitlements)..... | -- | (14,535) |
| Employee provisions..... | (10,289) | 164,984 |
| Net cash flows from operating activities..... | ----- 2,399,724 | ----- 482,490 |
| | ----- | ----- |

(c) Non-cash financing and investing activities:

Purchases of certain plant and equipment has been conducted through finance leases and hire purchase agreements. These transactions do not result in cash outflows until the lease payments occur as per the individual agreements. Purchases of property, plant and equipment financed in this way for the 10 months ended December 31, 1995 totalled A\$630,789 for Access 24 and A\$1,304,100 for the economic entity (A\$826,505 and A\$787,960 for the year ended February 28, 1995). The total value of property, plant and equipment under lease and the resulting lease liabilities are disclosed in the financial statements.

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NOTE 22. FINANCIAL PERIOD:

The parent entity and its controlled entities have changed financial year end from February 28 to December 31. As a result, these financial statements cover the ten month period from March 1 1995 to December 31, 1995. The comparative figures relate to the year ended February 28, 1995.

INSIDE BACK COVER OF PROSPECTUS

The inside back cover is a multicolor graphic layout containing five photographs surrounding the words "TELETECH -- innovative Customer Care solutions." Starting in the upper right hand corner, the photographs, in counterclockwise order, are as follows: a black-and-white photograph of a TeleTech representative with a computer terminal in the background; a close-up color photograph of the wall insert portion of a press-and-click telephone jack; a black-and-white photograph of a TeleTech representative with a computer terminal in the background; a close-up cropped color photograph of portable flip telephone with illuminated buttons; and a color photograph of a TeleTech representative at a workstation in a TeleTech call center. The TeleTech corporate logo appears in the lower right-hand corner.

[LOGO]

[ALTERNATIVE PAGE FOR INTERNATIONAL PROSPECTUS]

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

3,600,000 SHARES

[LOGO]

COMMON STOCK

OF THE 3,600,000 SHARES OF COMMON STOCK BEING OFFERED, 720,000 SHARES ARE BEING OFFERED INITIALLY OUTSIDE OF THE UNITED STATES AND CANADA BY THE INTERNATIONAL UNDERWRITERS AND 2,880,000 SHARES ARE BEING OFFERED INITIALLY IN THE UNITED STATES AND CANADA BY THE U.S. UNDERWRITERS. SEE "UNDERWRITERS." ALL OF THE 720,000 SHARES BEING OFFERED BY THE INTERNATIONAL UNDERWRITERS ARE BEING SOLD BY THE SELLING STOCKHOLDERS NAMED HEREIN. THE COMPANY WILL NOT RECEIVE ANY OF THE PROCEEDS FROM THE SALE OF SHARES BY THE SELLING STOCKHOLDERS. SEE "PRINCIPAL AND SELLING STOCKHOLDERS." THE COMMON STOCK IS TRADED ON THE NASDAQ NATIONAL MARKET UNDER THE SYMBOL "TTEC." ON OCTOBER 9, 1996, THE REPORTED SALE PRICE OF THE COMMON STOCK ON THE NASDAQ NATIONAL MARKET WAS \$32 3/4 PER SHARE. SEE "PRICE RANGE OF COMMON STOCK."

THIS OFFERING INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" COMMENCING ON PAGE 5 HEREOF.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PRICE \$ A SHARE

| | PRICE TO PUBLIC | UNDERWRITING DISCOUNTS AND COMMISSIONS (1) | PROCEEDS TO SELLING STOCKHOLDERS (2) |
|----------------|--------------------|--|--|
| PER SHARE..... | \$ | \$ | \$ |
| TOTAL (3)..... | \$ | \$ | \$ |

- (1) THE SELLING STOCKHOLDERS AND THE COMPANY HAVE AGREED TO INDEMNIFY THE UNDERWRITERS AGAINST CERTAIN LIABILITIES, INCLUDING LIABILITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED.
- (2) THE COMPANY HAS AGREED TO PAY THE EXPENSES OF THE SELLING STOCKHOLDERS, OTHER THAN UNDERWRITING DISCOUNTS AND COMMISSIONS, WHICH EXPENSES ARE ESTIMATED TO BE \$.
- (3) THE COMPANY HAS GRANTED THE U.S. UNDERWRITERS AN OPTION, EXERCISABLE WITHIN 30 DAYS OF THE DATE HEREOF, TO PURCHASE UP TO AN AGGREGATE OF 540,000 ADDITIONAL SHARES OF COMMON STOCK AT THE PRICE TO PUBLIC LESS UNDERWRITING DISCOUNTS AND COMMISSIONS FOR THE PURPOSE OF COVERING OVER-ALLOTMENTS, IF ANY. IF THE U.S. UNDERWRITERS EXERCISE SUCH OPTION IN FULL, THE TOTAL PRICE TO PUBLIC, UNDERWRITING DISCOUNTS AND COMMISSIONS AND PROCEEDS TO COMPANY WILL BE \$, \$, \$, AND \$, RESPECTIVELY. SEE "UNDERWRITERS."

THE SHARES ARE OFFERED, SUBJECT TO PRIOR SALE, WHEN, AS AND IF ACCEPTED BY THE UNDERWRITERS NAMED HEREIN AND SUBJECT TO APPROVAL OF CERTAIN LEGAL MATTERS BY KATTEN MUCHIN & ZAVIS, COUNSEL FOR THE UNDERWRITERS. IT IS EXPECTED THAT DELIVERY OF THE SHARES WILL BE MADE ON OR ABOUT OCTOBER , 1996 AT THE OFFICE OF MORGAN STANLEY & CO. INCORPORATED, NEW YORK, NEW YORK, AGAINST PAYMENT THEREFOR IN IMMEDIATELY AVAILABLE FUNDS.

MORGAN STANLEY & CO.
INTERNATIONAL
ALEX. BROWN & SONS
INCORPORATED
SMITH BARNEY INC.
, 1996

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following are the estimated expenses (other than the SEC registration fee, NASD filing fee and the Nasdaq National Market application fee) of the issuance and distribution of the securities being registered, all of which will be paid by TeleTech Holdings, Inc. ("TeleTech").

| | |
|--|------------|
| SEC registration fee..... | \$ 50,865 |
| Nasdaq National Market additional listing fee..... | * |
| NASD filing fee..... | 15,251 |
| Printing expenses..... | 200,000 |
| Fees and expenses of counsel..... | 100,000 |
| Fees and expenses of accountants..... | 100,000 |
| Transfer agent and registrar fees..... | 10,000 |
| Blue sky fees and expenses..... | 15,000 |
| Miscellaneous..... | 183,884 |
| | ----- |
| Total..... | \$ 675,000 |
| | ----- |
| | ----- |

- -----
* If the Underwriters' over-allotment option is exercised in full, the additional listing fee will equal \$10,800, resulting in total estimated expenses of \$685,800.

The Selling Stockholders and, if the Underwriters' over-allotment option is exercised, TeleTech will pay all of the foregoing expenses in proportion to the number of shares of Common Stock sold by each of them. However, TeleTech has agreed to pay the portion of such expenses otherwise payable by the Selling Stockholders who are employees of TeleTech and who will sell shares received upon exercise of options under the TeleTech Holdings, Inc. Option Plan.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Under Delaware law, a corporation may indemnify any person who was or is a party or is threatened to be made a party to an action (other than an action by or in the right of the corporation) by reason of such person's service as a director or officer of the corporation, or such person's service, at the corporation's request, as a director, officer, employee or agent of another corporation or other enterprise, against expenses (including attorneys' fees) that are actually and reasonably incurred by such person ("Expenses"), and judgments, fines and amounts paid in settlement that are actually and reasonably incurred by such person, in connection with the defense or settlement of such action; provided that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such person's conduct was unlawful. Although Delaware law permits a corporation to indemnify any person referred to above against Expenses in connection with the defense or settlement of an action by or in the right of the corporation, provided that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the corporation's best interests, if such person has been judged liable to the corporation, indemnification is only permitted to the extent that the adjudicating court (or the court in which the action was brought) determines that, despite the adjudication of liability, such person is entitled to indemnity for such Expenses as the court deems proper. The determination as to whether a person seeking indemnification has met the required standard of conduct is to be made (1) by a majority vote of a quorum of disinterested members of the board of directors, or (2) by independent legal counsel in a written opinion, if such a quorum does not exist or if the disinterested directors so direct, or (3) by the stockholders. The General Corporation Law of Delaware also provides for mandatory indemnification of any director, officer, employee or agent against Expenses to the extent such person has been successful in any proceeding covered by the statute. In addition, the General Corporation Law of Delaware provides for the general authorization of advancement of a director's or officer's litigation expenses in lieu of requiring the authorization of such advancement by the board of directors in specific cases, and that

indemnification and advancement of expenses provided by the statute shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement or otherwise.

TeleTech's Restated Certificate of Incorporation and By-laws provide that TeleTech shall indemnify its directors, officers, employees and other agents to the fullest extent permitted by Delaware law.

TeleTech has also entered into agreements to indemnify its directors and certain of its officers, in addition to the indemnification provided for in TeleTech's Restated Certificate of Incorporation and By-laws. These agreements provide, among other things, that TeleTech will indemnify its directors and officers for all direct and indirect expenses and costs (including, without limitation, all reasonable attorneys' fees and related disbursements, other out-of-pocket costs and reasonable compensation for time spent by such persons for which they are not otherwise compensated by TeleTech or any third person) and liabilities of any type whatsoever (including, but not limited to, judgments, fines and settlement fees) actually and reasonably incurred by such person in connection with either the investigation, defense, settlement or appeal of any threatened, pending or completed action, suit or other proceeding, including any action by or in the right of the corporation, arising out of such person's services as a director, officer, employee or other agent of TeleTech, any subsidiary of TeleTech or any other company or enterprise to which the person provides services at the request of TeleTech. TeleTech believes that these provisions and agreements are necessary to attract and retain talented and experienced directors and officers.

TeleTech maintains liability insurance for the benefit of its directors and officers.

Under the terms of the Underwriting Agreement, the Underwriters have agreed to indemnify, under certain conditions, TeleTech, its directors, certain of its officers and persons who control TeleTech within the meaning of the Securities Act of 1933, as amended (the "Securities Act") against certain liabilities.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

The shares of common stock, par value \$.01 per share (the "Common Stock"), issued in the transactions described below reflect a five-for-one split of the Common Stock effected on July 31, 1996.

Pursuant to the terms of, and as a condition precedent to consummation of the transactions contemplated by, that certain Preferred Stock Purchase Agreement dated as of December 22, 1994 by and among TeleTech Teleservices, Inc., a Colorado corporation ("TTS"), TeleTech Telecommunications, Inc., a California corporation ("TTC"), TeleTech, TeleTech Investors General Partnership, an Illinois general partnership (the "Partnership"), and Essaness Theaters Corporation, a Delaware corporation ("Essaness"), TeleTech, on January 17, 1995, issued (a) 40,700,000 shares of Common Stock to Kenneth D. Tuchman ("Tuchman") in exchange for all of the issued and outstanding shares of capital stock of TTS and TTC then owned by Tuchman, and (b) and 1,705,000 and 155,000 of its convertible preferred stock, par value \$6.45 per share ("Preferred Stock"), to the Partnership and Essaness, respectively, in exchange for \$11,000,000 and \$1,000,000 respectively. Each share of Preferred Stock was converted into five shares of Common Stock in July 1996 in connection with and immediately prior to TeleTech's Initial Public Offering.

Between January 1, 1995 and October 7, 1996, TeleTech granted to certain of its officers, employees, consultants and independent contractors options to acquire an aggregate of 5,138,330 shares of Common Stock. All of such options were granted pursuant to option agreements between TeleTech and each option holder and are subject to the terms of the TeleTech Holdings, Inc. Stock Plan ("Option Plan").

On January 1, 1996, TeleTech acquired all of the outstanding capital stock of Access 24 Service Corporation Pty Limited, a corporation incorporated under the laws of New South Wales, Australia ("Access 24"). As consideration for such capital stock, TeleTech issued 712,520 shares of Common Stock to Bevero Pty Limited and paid \$2.27 million and issued 257,720 shares of Common Stock to Access 24 Holdings Pty Limited.

In connection with the acquisition of Access 24, TeleTech entered into an employment agreement dated as of January 1, 1996 with Dr. John E. Kendall, as Vice President, Strategic Planning, of TeleTech. In

connection with Dr. Kendall's execution of the agreement, TeleTech issued to Dr. Kendall 38,000 shares of Common Stock, which shares constitute restricted stock subject to the terms of the Option Plan and vest proportionately over the three year period commencing on the date of issuance.

Also in connection with the acquisition of Access 24, TeleTech caused Access 24 to enter into an employment agreement dated as of January 1, 1996 with Louis T. Carroll, as Managing Director of Access 24. In connection with Mr. Carroll's execution of the agreement, TeleTech issued to Mr. Carroll 38,000 shares of Common Stock, which shares constitute restricted stock subject to the terms of the Option Plan and vest proportionately over the three year period commencing on the date of issuance.

During 1996, TeleTech has granted options to acquire 262,500 shares of Common Stock to its former and current non-executive directors, at a weighted average exercise price of \$7.11 per share, pursuant to the TeleTech Holdings, Inc. Directors Stock Option Plan (the "Directors Plan"). All of such options are subject to the terms of the Directors Plan and were granted pursuant to option agreements between TeleTech and each director who received such options.

No underwriters were involved in the transactions described above. All of the shares and options issued in the foregoing transactions were issued or granted by the Company in reliance upon the exemptions from registration available under Section 4(2) of the Securities Act, including Rule 701, Regulation D or Regulation S promulgated thereunder.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits

See attached Exhibit Index.

(b) Financial Statement Schedules:

See attached Financial Statement Schedule.

ITEM 17. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes to provide to the Underwriters at the closings specified in the Underwriting Agreement certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes that for purposes of determining any liability under the Securities Act, (i) the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective and (ii) each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Denver, Colorado on October 9, 1996.

By: /s/ KENNETH D. TUCHMAN

Kenneth D. Tuchman
CHAIRMAN OF THE BOARD OF DIRECTORS,
PRESIDENT AND CHIEF EXECUTIVE
OFFICER

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Kenneth D. Tuchman and Steven D. Coburn, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities (including his capacity as director and/or officer of TeleTech Holdings, Inc.) to sign any and all amendments (including post-effective amendments) to this Registration Statement and to sign a Registration Statement pursuant to Section 462(b) of the Securities Act of 1933, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, THIS REGISTRATION STATEMENT AND POWER OF ATTORNEY HAS BEEN SIGNED ON OCTOBER 9, 1996 BY THE FOLLOWING PERSONS IN THE CAPACITIES INDICATED:

SIGNATURE

TITLE

/s/ KENNETH D. TUCHMAN

Kenneth D. Tuchman

Chairman of the Board, President and Chief Executive
Officer (Principal Executive Officer)

/s/ STEVEN B. COBURN

Steven B. Coburn

Chief Financial Officer (Principal Financial and
Accounting Officer)

/s/ ROD DAMMEYER

Rod Dammeyer

Director

/s/ ALAN SILVERMAN

Alan Silverman

Director

/s/ STUART SLOAN

Stuart Sloan

Director

/s/ SAMUEL ZELL

Samuel Zell

Director

To TeleTech Holdings, Inc.:

We have audited in accordance with generally accepted auditing standards the financial statements of TeleTech Holdings, Inc. for the two years ended December 31, 1995 included in this Registration Statement and have issued our report thereon dated February 10, 1996. Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. Schedule II following this report is the responsibility of the company's management and is presented for purposes of complying with the Securities and Exchange Commission's rules and is not part of the basic financial statements. This schedule has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly state in all material respects the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

/s/ Arthur Andersen LLP

February 10, 1996

GUMBINER, SAVETT, FINKEL, FINGLESON & ROSE, INC.
CERTIFIED PUBLIC ACCOUNTANTS
SANTA MONICA, CALIFORNIA

To TeleTech Holdings, Inc.:

We have audited in accordance with generally accepted auditing standards, the combined statements of income and cash flows of TeleTech Telecommunications, Inc. and TeleTech Teleservices, Inc. included in this Registration Statement and have issued our report thereon dated April 13, 1994. Our audit was made for the purpose of forming an opinion on the basic combined statements of income and cash flows taken as a whole. Schedule II following this report is the responsibility of the Company's management and is presented for purposes of complying with the Securities and Exchange Commission's rules and is not part of the basic combined statements of income and cash flows. The figures relating to the eleven month period ended December 31, 1993 included in this schedule has been subjected to the auditing procedures applied in the audit of the basic combined statements of income and cash flows and, in our opinion, fairly state in all material respects the financial data required to be set forth therein in relation to the basic combined statements of income and cash flows taken as a whole.

/s/ Gumbiner, Savett, Finkel, Fingleson & Rose, Inc.

June 27, 1996
Santa Monica, California

SCHEDULE II

TELETECH HOLDINGS, INC.
 VALUATION AND QUALIFYING ACCOUNTS AND RESERVES
 PERIODS ENDED DECEMBER 31, 1993, 1994, 1995

| | BALANCE AT BEGINNING OF PERIOD | ADDITIONS | | DEDUCTIONS FROM RESERVES (A) | BALANCE AT END OF PERIOD |
|--|--------------------------------------|----------------------|------------------------------|---------------------------------------|--------------------------------|
| | | CHARGED TO INCOME | CHARGED TO OTHER ACCOUNTS | | |
| Allowance for Doubtful Accounts: | | | | | |
| 11 months ended December 31, 1993..... | \$ 40,000 | \$ 302,408 | \$ 0 | \$ (149,515) | \$ 192,893 |
| | | | | | |
| | | | | | |
| Year Ended December 31, 1994..... | \$ 192,893 | \$ 145,000 | \$ 0 | \$ (165,381) | \$ 172,512 |
| | | | | | |
| | | | | | |
| Year Ended December 31, 1995..... | \$ 172,512 | \$ 630,850 | \$ 0 | \$ (14,455) | \$ 788,907 |
| | | | | | |
| | | | | | |

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(a) Uncollectible accounts written off.

EXHIBIT INDEX

| EXHIBIT NO. | DESCRIPTION |
|----------------|---|
| 1.1 | Form of Underwriting Agreement |
| 3.1 | Restated Certificate of Incorporation of TeleTech is incorporated herein by reference to Exhibit 3.1 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 3.2 | Amended and Restated By-laws of TeleTech is incorporated herein by reference to Exhibit 3.2 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 4.1 | Amended and Restated Investment Agreement to be executed at the closing of the Offering among TeleTech, TeleTech Investors General Partnership, Alan Silverman, Susan Silverman and Jack Silverman is incorporated herein by reference to Exhibit 4.1 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 4.2 | Stock Transfer and Registration Rights Agreement dated as of January 1, 1996 among TeleTech, Access 24 Holdings Pty Limited, Bevero Pty Limited and Access 24 Service Corporation Pty Limited is incorporated herein by reference to Exhibit 4.2 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 4.3 | Specimen Common Stock Certificate is incorporated herein by reference to Exhibit 4.3 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 5.1 | Opinion of Neal, Gerber & Eisenberg, counsel to TeleTech |
| 10.1 | Employment Agreement dated as of January 1, 1995 between Kenneth D. Tuchman and TeleTech is incorporated herein by reference to Exhibit 10.1 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.2 | Employment Agreement dated as of January 1, 1995 between Joseph D. Livingston and TeleTech (the "Livingston Employment Agreement") is incorporated herein by reference to Exhibit 10.2 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.3 | Amendment to the Livingston Employment Agreement dated May 14, 1996 is incorporated herein by reference to Exhibit 10.3 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.4 | Employment Agreement dated as of April 1, 1996 between Steven B. Coburn and TeleTech is incorporated herein by reference to Exhibit 10.4 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.5 | Preferred Stock Purchase Agreement dated as of December 22, 1994 among TeleTech Teleservices, Inc., TeleTech Telecommunications, Inc., TeleTech, TeleTech Investors General Partnership and Essaness Theaters Corporation is incorporated herein by reference to Exhibit 10.5 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.6 | Subscription and Shareholders Agreement dated April 30, 1996 among TeleTech, Access 24 Limited and Priplan Investments Limited is incorporated herein by reference to Exhibit 10.6 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.7 | TeleTech Holdings, Inc. Stock Plan is incorporated herein by reference to Exhibit 10.7 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.8 | TeleTech Holdings, Inc. Directors Stock Option Plan is incorporated herein by reference to Exhibit 10.8 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |

| EXHIBIT NO. | DESCRIPTION |
|----------------|---|
| 10.9 | Sublease Agreement dated September 26, 1994 between International Business Machines Corporation and TeleTech Telecommunications, Inc. is incorporated herein by reference to Exhibit 10.9 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.10 | Agreement dated March 16, 1993 between 1700 Lincoln Limited and TeleTech Telecommunications, Inc. and TeleTech Teleservices, Inc. is incorporated herein by reference to Exhibit 10.10 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.11 | Lease dated September 21, 1995 between First Union Management, Inc. and TeleTech Teleservices and TeleTech is incorporated herein by reference to Exhibit 10.11 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.12 | Form of Client Services Agreement is incorporated herein by reference to Exhibit 10.12 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.13 | Agreement for Call Center Management between United Parcel General Services Co. and TeleTech is incorporated herein by reference to Exhibit 10.13 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.14 | Office Lease dated June 24, 1996 between Sam Menlo, Trustee of the Menlo Trust, U.T.I. 5/2/83, and TeleTech Telecommunications is incorporated herein by reference to Exhibit 10.14 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.15 | Business Loan Agreement dated March 29, 1996 among TeleTech Telecommunications, Inc., TeleTech Teleservices, Inc. and TeleTech, as Borrower, and First Interstate Bank of California, as Lender; Addendum dated March 29, 1996 is incorporated herein by reference to Exhibit 10.15 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.16 | Stock Purchase Agreement dated as of January 1, 1996 among Access 24 Holdings Pty Limited, Bevero Pty Limited, Access 24 Service Corporation Pty Limited and TeleTech is incorporated herein by reference to Exhibit 10.16 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.17 | Master Lease Agreement dated as of July 11, 1995 among First Interstate Bank of California, TeleTech, TeleTech Telecommunications, Inc. and TeleTech Teleservices, Inc. is incorporated herein by reference to Exhibit 10.17 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.18 | Master Equipment Lease Agreement dated as of August 16, 1995 between NationsBanc Leasing Corporation and TeleTech is incorporated herein by reference to Exhibit 10.18 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.19 | Sublease dated as of September 28, 1995 between Norwest Bank Colorado, National Association, and TeleTech Teleservices, Inc., TeleTech Telecommunications, Inc. and TeleTech Holdings, Inc. is incorporated herein by reference to Exhibit 10.19 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.20 | Sublease dated as of September 28, 1995 between Norwest Bank Colorado, National Association, and TeleTech Teleservices, Inc., TeleTech Telecommunications, Inc. and TeleTech Holdings, Inc. is incorporated herein by reference to Exhibit 10.20 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |
| 10.21 | Consulting Agreement dated as of August 15, 1996, between TeleTech and Richard Weingarten & Company, Inc. |
| 16.1 | Letter regarding change in independent accountants is incorporated herein by reference to Exhibit 16.1 to TeleTech's Registration Statement on Form S-1, as amended (Registration Statement No. 333-04097) |

| EXHIBIT NO. | DESCRIPTION |
|----------------|--|
| 21.1 | List of subsidiaries |
| 23.1 | Consent of Arthur Anderson LLP, independent public accountants |
| 23.2 | Consent of Gumbiner, Savett, Finkel, Fingleson & Rose, Inc. (formerly Gumbiner, Savett, Friedman & Rose, Inc.), independent public accountants |
| 23.3 | Consent of Neal, Gerber & Eisenberg (included in Exhibit 5.1) |
| 24.1 | Power of Attorney (included on the signature page to the Registration Statement) |
| 27 | Financial Data Schedule |

3,600,000 Shares

TELETECH HOLDINGS, INC.

COMMON STOCK, \$.01 PAR VALUE

UNDERWRITING AGREEMENT

October __, 1996

October __, 1996

Morgan Stanley & Co. Incorporated
Alex. Brown & Sons Incorporated
Smith Barney Inc.
c/o Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Morgan Stanley & Co. International Limited
Alex. Brown & Sons Incorporated
Smith Barney Inc.
c/o Morgan Stanley & Co. International Limited
25 Cabot Square
Canary Wharf
London E 14 4 Q A
England

Dear Sirs:

Kenneth D. Tuchman ("Tuchman"), Rod Dammeyer ("Dammeyer"), Stuart Sloan ("Sloan"), Richard Weingarten ("Weingarten"), Joseph D. Livingston ("Livingston"), William Pate ("Pate"), Sheli Rosenberg ("Rosenberg"), Don Liebentritt ("Liebentritt"), the Zell General Partnership, Inc. (the "Zell Partnership") and the other stockholders of TeleTech Holdings, Inc., a Delaware corporation (the "Company"), named on Schedule III attached hereto (the stockholders named on Schedule III being hereinafter collectively referred to as the "Selling Stockholders") severally propose to sell to the several Underwriters (as defined below), 3,600,000 shares (the "Firm Shares") of the Company's common stock, \$.01 par value per share ("Common Stock"), each Selling Stockholder selling the amount set forth opposite such Selling Stockholder's name on Schedule III hereto. Dammeyer, Sloan, Weingarten, Livingston, Pate, Rosenberg, Liebentritt and the Zell Partnership are hereinafter sometimes collectively referred to as the "Inside Selling Stockholders," and the Selling Stockholders that are not Inside Selling Stockholders are hereinafter sometimes collectively referred to as the "Outside Selling Stockholders." The Selling Stockholders that were partners of TeleTech Investors General Partnership ("TIGP") until its dissolution on August 6, 1996 or that received their Shares from any former partner of TIGP, as indicated on Schedule III, are hereinafter sometimes collectively referred to as the "TIGP Selling Stockholders," and the Selling Stockholders that are not TIGP Selling Stockholders are hereinafter sometimes collectively referred to as the "Non-TIGP Selling Stockholders."

It is understood that, subject to the conditions hereinafter stated, 2,880,000 Firm Shares (the "U.S. Firm Shares") will be sold to the several U.S. Underwriters named in Schedule I hereto (the "U.S. Underwriters") in connection with the offering and sale of such U.S. Firm Shares in the United States and Canada to United States and Canadian Persons (as such terms

are defined in the Agreement Between U.S. and International Underwriters of even date herewith (the "International Agreement")), and 720,000 Firm Shares (the "International Shares") will be sold to the several International Underwriters named in Schedule II hereto (the "International Underwriters") in connection with the offering and sale of such International Shares outside the United States and Canada to persons other than United States and Canadian Persons. Morgan Stanley & Co. Incorporated, Alex. Brown & Sons Incorporated and Smith Barney Inc. shall act as representatives (the "U.S. Representatives") of the several U.S. Underwriters, and Morgan Stanley & Co. International Limited, Alex. Brown & Sons Incorporated and Smith Barney Inc. shall act as representatives (the "International Representatives") of the several International Underwriters. The U.S. Underwriters and the International Underwriters are hereinafter collectively referred to as the "Underwriters."

The Company also proposes to sell to the several U.S. Underwriters not more than an additional 540,000 shares of the Company's common stock, \$.01 par value per share (the "Additional Shares"), if and to the extent that the U.S. Representatives shall have determined to exercise, on behalf of the U.S. Underwriters, the right to purchase such shares of common stock granted to the U.S. Underwriters in Section 3 hereof. The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "Shares." The shares of common stock, \$.01 par value per share, of the Company to be outstanding after giving effect to the sales contemplated hereby are hereinafter referred to as the "Common Stock." The Company and the Selling Stockholders are hereinafter sometimes collectively referred to as the "Sellers."

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement relating to the Shares. The registration statement contains two prospectuses to be used in connection with the offering and sale of the Shares: the U.S. prospectus, to be used in connection with the offering and sale of Shares in the United States and Canada to United States and Canadian Persons, and the international prospectus, to be used in connection with the offering and sale of Shares outside the United States and Canada to persons other than United States and Canadian Persons. The international prospectus is identical to the U.S. prospectus except for the outside front cover page. The registration statement as amended at the time it becomes effective, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A under the Securities Act of 1933, as amended (the "Securities Act"), is hereinafter referred to as the "Registration Statement;" the U.S. prospectus and the international prospectus in the respective forms first used to confirm sales of Shares are hereinafter collectively referred to as the "Prospectus." If the Company has filed an abbreviated registration statement to register additional shares of Common Stock pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement.

1. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective, no stop order suspending the effectiveness of the Registration Statement is in effect and no proceedings for such purpose are pending before or, to the knowledge of the Company, threatened by the Commission.

(b) (i) Each part of the Registration Statement, when such part became effective, did not contain and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Registration Statement and the Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (iii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this Section 1(b) do not apply to statements or omission in the Registration Statement or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you expressly for use therein.

(c) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(d) Each subsidiary of the Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing could not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(e) As of the Closing Date, the authorized capital stock of the Company will conform as to legal matters to the description thereof contained in the Prospectus.

(f) The shares of Common Stock outstanding prior to the issuance of the Shares by the Company (including the Shares to be sold by the Selling Stockholders) have been duly authorized and are validly issued, fully paid and non-assessable.

(g) The Additional Shares which the Company proposes to sell hereunder have been duly authorized and, if and when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Additional Shares will not be subject to any preemptive or similar rights.

(h) This Agreement has been duly authorized, executed and delivered by the Company.

(i) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not contravene any provision of applicable law or the certificate of incorporation or by-laws of the Company or any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and no consent, approval, authorization or order of or qualification with any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares.

(j) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement).

(k) There are no legal or governmental proceedings pending or, to the knowledge of the Company, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(l) Each preliminary prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the rules and regulations of the Commission thereunder.

(m) The Company is not an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(n) The Company and its subsidiaries are (i) in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(o) The Company has complied with all provisions of Section 517.075 Florida Statutes relating to doing business with the Government of Cuba or with any person or affiliate located in Cuba.

(p) There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Shares registered pursuant to the Registration Statement, except in each case as described in the Prospectus.

(q) Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, (i) the Company and its subsidiaries have not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction not in the ordinary course of business; (ii) the Company has not purchased any of its outstanding capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock other than ordinary and customary dividends; and (iii) there has not been any material change in the capital stock, short-term debt or long-term debt of the Company and its consolidated subsidiaries, except in each case as described in or contemplated by the Prospectus.

(r) 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 which is material to the business of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as are described in the Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and facilities 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 interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries, in each case except as described in or contemplated by the Prospectus.

(s) The Company and its subsidiaries own or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in any material adverse change in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole.

(t) No material labor dispute with the employees of the Company or any of its subsidiaries exists, except as described in or contemplated by the Prospectus, or, to the knowledge of the Company, is imminent.

(u) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its subsidiaries are engaged; neither the Company nor any such subsidiary has been refused any insurance coverage sought or applied for; and neither the Company nor any such subsidiary has 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 materially and adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Company and its subsidiaries, taken as a whole, except as described in or contemplated by the Prospectus.

(v) The Company and its subsidiaries possess all material certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, and neither the Company nor any such subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a material adverse change in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, except as described in or contemplated by the Prospectus.

(w) The Company and each of its subsidiaries maintain a system of 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 generally accepted accounting principles 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.

(x) The Lock-Up Agreements (as defined in Section 6(h)) executed by the Company's officers and directors in connection with the Company's initial public offering are, and on the Closing Date will be, in full force and effect.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLING STOCKHOLDERS. Each of the Selling Stockholders, severally and not jointly, represents and warrants to and agrees with each of the Underwriters that:

(a) This Agreement has been duly authorized, executed and delivered by or on behalf of such Selling Stockholder.

(b) The execution and delivery by such Selling Stockholder of, and the performance of such Selling Stockholder of its obligations under, this Agreement, the Custody Agreement signed by such Selling Stockholder and American Stock Transfer & Trust Company, as Custodian, relating to the deposit of the Shares to be sold by such Selling Stockholder (the "Custody Agreement"), and the Power of Attorney appointing certain individuals as such Selling Stockholder's attorneys-in-fact to the extent set forth therein, relating to the transactions contemplated hereby and by the Registration Statement (the "Power of Attorney"), will not contravene any provision of applicable law, the articles or certificate of incorporation or by-laws of such Selling Stockholder (if such Selling Stockholder is a corporation), the operating agreement of such Selling Stockholder (if such Selling Stockholder is a limited liability company), the partnership agreement of such Selling Stockholder (if such Selling Stockholder is a partnership), or the trust agreement of such Selling Stockholder (if such Selling Stockholder is a trust), or any other agreement or instrument binding upon such Selling Stockholder or any judgment, order or decree of any governmental body, agency or court having jurisdiction over such Selling Stockholder, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by such Selling Stockholder of its obligations under this Agreement or the Custody Agreement or Power of Attorney of such Selling Stockholder, except such as may be required by the federal securities laws of the United States or the Blue Sky laws of the various states in connection with the offer and sale of the Shares.

(c) Such Selling Stockholder has, and on the Closing Date will have, valid title to the Shares to be sold by such Selling Stockholder; and such Selling Stockholder has, and on the Closing Date will have, the legal right and power, and all authorization and approval required by law, to enter into this Agreement, the Custody Agreement and the Power of Attorney and to sell, transfer and deliver the Shares to be sold by such Selling Stockholder; provided, however, that such Selling Stockholder makes no

representation with respect to authorization or approval required under the federal securities laws of the United States or the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares.

(d) The Custody Agreement and the Power of Attorney have been duly authorized, executed and delivered by such Selling Stockholder and are valid and binding agreements of such Selling Stockholder.

(e) Assuming the Underwriters purchase such Shares for value, in good faith and without notice of any adverse claim, delivery of the Shares to be sold by such Selling Stockholder pursuant to this Agreement will pass title to such Shares free and clear of any security interests, claims, liens, equities and other encumbrances.

2A. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF TUCHMAN. Tuchman represents and warrants to and agrees with each of the underwriters that (i) the Registration Statement, when it became effective, did not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this Section 2A do not apply to statements or omissions in the Registration Statement or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you, or information relating to any other Selling Stockholder furnished to the Company in writing by such Selling Stockholder, expressly for use therein.

2B. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE INSIDE SELLING STOCKHOLDERS. Each of the Inside Selling Stockholders, severally and not jointly, represents and warrants to and agrees with each of the Underwriters that (i) such parts of the Registration Statement as specifically refer to such Inside Selling Stockholder and, to the actual knowledge of such Inside Selling Stockholder, all other parts of the Registration Statement, when the Registration Statement became effective, did not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) such parts of the Prospectus as specifically refer to such Inside Selling Stockholder and, to the actual knowledge of such Inside Selling Stockholder, all other parts of the Prospectus do not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this Section 2B do not apply to statements or omissions in the Registration Statement or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you expressly for use therein. For purposes of this Section 2B and Section 9(a), the "actual knowledge of the Zell Partnership" means the actual knowledge of Samuel Zell.

2C. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE OUTSIDE SELLING STOCKHOLDERS. Each of the Outside Selling Stockholders, severally and not jointly, represents and warrants to and agrees with each of the Underwriters that (i) such parts of the Registration Statement as specifically refer to such Outside Selling Stockholder, when the Registration Statement became effective, did not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) such parts of the Prospectus as specifically refer to such Outside Selling Stockholder do not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3. AGREEMENTS TO SELL AND PURCHASE. Each Selling Stockholder, severally and not jointly, hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agree, severally and not jointly, to purchase from such Selling Stockholder at \$_____ a share (the "Purchase Price") the number of Firm Shares (subject to such adjustments to eliminate fractional shares as you may determine) that bears the same proportion to the total number of Firm Shares to be sold by such Selling Stockholder as the number of Firm Shares set forth in Schedules I and II hereto opposite the name of such Underwriter bears to the total number of Firm Shares.

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the U.S. Underwriters the Additional Shares, and the U.S. Underwriters shall have a one-time right to purchase, severally and not jointly, up to 540,000 Additional Shares at the Purchase Price. Such date may be the same as the Closing Date (as defined below) but not earlier than the Closing Date nor later than ten business days after the date written notice of an election to purchase Additional Shares is given. If the U.S. Representatives, on behalf of the U.S. Underwriters, elect to exercise such option, the U.S. Representatives shall so notify the Company in writing not later than 30 days after the date of this Agreement which notice shall specify the number of Additional Shares to be purchased by the U.S. Underwriters and the date on which such Additional Shares are to be purchased. Additional Shares may be purchased as provided in Section 5 hereof solely for the purpose of covering overallotments made in connection with the offering of the Firm Shares. If any Additional Shares are to be purchased, each U.S. Underwriter agrees, severally and not jointly, to purchase the number of Additional Shares (subject to such adjustments to eliminate fractional shares as the U.S. Representatives may determine) that bears the same proportion to the total number of Additional Shares to be purchased as the number of U.S. Firm Shares set forth in Schedule I hereto opposite the name of such U.S. Underwriter bears to the total number of U.S. Firm Shares. The Additional Shares to be purchased by the U.S. Underwriters hereunder and the U.S. Firm Shares are hereinafter collectively referred to as the "U.S. Shares."

Each Seller hereby agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated, it will not, during the period ending January 27, 1997, (i) offer, pledge, sell,

contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (whether such shares of Common Stock or any such securities are now owned or hereafter acquired), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (A) the Shares to be sold hereunder, (B) the issuance by the Company of shares of Common Stock upon the exercise of an option or warrant or the conversion of a security outstanding on July 31, 1996 of which the Underwriters have been advised in writing, or (C) the grant by the Company of options pursuant to the TeleTech Holdings, Inc. Stock Plan and the TeleTech Holdings, Inc. Directors Stock Option Plan (collectively, the "Plans"), as the Plans are described in the Prospectus. In addition, each Selling Stockholder, agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated, it will not, during the period ending January 27, 1997, make any demand for, or exercise any right with respect to, the registration of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock.

4. TERMS OF PUBLIC OFFERING. The Sellers are advised by you that the Underwriters propose to make a public offering of their respective portions of the Shares as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Sellers are further advised by you that the Shares are to be offered to the public initially at U.S. \$_____ a share (the "Public Offering Price") and to certain dealers selected by you at a price that represents a concession not in excess of U.S. \$_____ a share under the Public Offering Price, and that any Underwriter may allow, and such dealers may reallow, a concession, not in excess of U.S. \$_____ a share, to any Underwriter or to certain other dealers.

Each U.S. Underwriter hereby makes to, and with, the Company and the Selling Stockholders the representations and agreements of such U.S. Underwriter contained in the fifth and sixth paragraphs of Article III of the International Agreement. Each International Underwriter hereby makes to and with the Company and the Selling Stockholders the representations and agreements of such International Underwriter contained in the seventh, eighth, ninth and tenth paragraphs of Article III of the International Agreement.

5. PAYMENT AND DELIVERY. Payment for the Firm Shares to be sold by each Selling Stockholder shall be made to such Selling Stockholder in Federal or other funds immediately available in New York City against delivery of such Firm Shares for the respective accounts of the several Underwriters at 10:00 A.M., New York City time, on _____, 1996, or at such other time on the same or such other date, not later than _____, 1996, as shall be designated in writing by you. The time and date of such payment are hereinafter referred to as the "Closing Date."

Payment for any Additional Shares shall be made to the Company in Federal or other funds immediately available in New York City against delivery of such Additional Shares for the respective accounts of the several Underwriters at 10:00 A.M., New York City time, on the date specified in the notice described in Section 3 or on such other date, in any event not later than, _____, 1996, as shall be designated in writing by the U.S. Representatives. The time and date of such payment are hereinafter referred to as the "Option Closing Date."

Certificates for the Firm Shares and Additional Shares shall be in definitive form and registered in such names and in such denominations as you shall request in writing not later than two full business days prior to the Closing Date or the Option Closing Date, as the case may be. The certificates evidencing the Firm Shares and Additional Shares shall be delivered to you on the Closing Date or the Option Closing Date, as the case may be, for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with the transfer of the Shares to the Underwriters duly paid, against payment of the Purchase Price therefor.

6. CONDITIONS TO THE UNDERWRITERS' OBLIGATIONS. The obligations of the Selling Stockholders to sell the Shares to the Underwriters and the several obligations of the Underwriters to purchase and pay for the Shares on the Closing Date hereunder are subject to the condition that the Registration Statement shall have become effective not later than 4:00 p.m. (New York time) on the date hereof.

The several obligations of the Underwriters hereunder are subject to the following further conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations, of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement), that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Prospectus; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review of a possible change that does not indicate the direction of the possible change, in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g) (2) under the Securities Act.

(b) The Underwriters shall have received on the Closing Date (x) a certificate, dated the Closing Date and signed by an executive officer of the Company, to the effect set forth in clause (ii) of Section 6(a) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date, and (y) a certificate of each Selling Stockholder to the effect that the representations and warranties of such Selling Stockholder contained in this Agreement are true and correct as of the Closing Date and that such Selling Stockholder has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The executive officer signing and delivering the certificate for the Company may rely upon the best of his knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion of Neal, Gerber & Eisenberg, counsel for the Company and (for purposes of such opinion and certain other deliveries to the Underwriters) the Non-TIGP Selling Stockholders, dated the Closing Date, to the effect that:

(i) the Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and, to the knowledge of such counsel, is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries taken as a whole;

(ii) each subsidiary of the Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and, to the knowledge of such counsel, is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries taken as a whole;

(iii) the authorized capital stock of the Company conforms as to legal matters to the description thereof contained in the Prospectus;

(iv) the shares of Common Stock outstanding immediately prior to the issuance of the Shares by the Company (including the Shares to be sold by the Selling Stockholders) have been duly authorized and are validly issued, fully paid and non-assessable;

(v) the Shares to be sold by the Company have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares will not be subject to any preemptive or similar rights;

(vi) this Agreement has been duly authorized, executed and delivered by the Company;

(vii) the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not contravene any provision of applicable law or the certificate of incorporation or by-laws of the Company or, to the best of such counsel's knowledge, any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or, to the best of such counsel's knowledge, any judgment or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and no consent, approval, authorization or order of or qualification with any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares by the U.S. Underwriters;

(viii) the statements (A) in the Prospectus under the captions "Description of Capital Stock," and "Shares Eligible for Future Sale" and, "Underwriters" and (B) in the Registration Statement in Items 14 and 15, in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein and in the case of the statements under the caption "Underwriters" only insofar as such statements relate to this Agreement, fairly present the information called for with respect to such legal matters, documents and proceedings and fairly summarize the matters referred to therein;

(ix) after due inquiry, such counsel does not know of any legal or governmental proceeding pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or of any statutes, regulations, contracts or other documents that are required to be described in the

Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required;

(x) the Company is not an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended;

(xi) to the knowledge of such counsel, the Company and TeleTech Telecommunications, Inc., TeleTech Teleservices, Inc. and Access 24 Service Corporation Pty Limited ("Access 24") (A) are in compliance with any and all applicable Environmental Laws, (B) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (C) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole;

(xii) this Agreement has been duly authorized, executed and delivered by or on behalf of each of the Non-TIGP Selling Stockholders;

(xiii) the execution and delivery by each Non-TIGP Selling Stockholder of, and the performance by such Non-TIGP Selling Stockholder of its obligations under, this Agreement and the Custody Agreement and Powers of Attorney of such Non-TIGP Selling Stockholder will not contravene any provision of applicable law, or the articles or certificate of incorporation or by-laws of such Non-TIGP Selling Stockholder (if such Non-TIGP Selling Stockholder is a corporation), the partnership agreement of such Non-TIGP Selling Stockholder (if such Non-TIGP Selling Stockholder is a partnership), the operating agreement of such Non-TIGP Selling Stockholder (if such Non-TIGP Selling Stockholder is a limited liability company), the trust agreement of such Non-TIGP Selling Stockholder (if such Non-TIGP Selling Stockholder is a trust) or, to the best of such counsel's knowledge, any agreement or other instrument binding upon such Non-TIGP Selling Stockholder or, to the best of such counsel's knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over such Non-TIGP Selling Stockholder, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by such Non-TIGP Selling Stockholder of its obligations under this Agreement or the Custody Agreement or Power of Attorney of such Non-TIGP Selling Stockholder, except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares;

(xiv) each of the Non-TIGP Selling Stockholders is the sole registered owner of the Shares to be sold by such Non-TIGP Selling Stockholder and has the legal right and power, and all authorization and approval required by law, to enter into this Agreement and the Custody Agreement and Power of Attorney of such Non-TIGP Selling Stockholder and to sell, transfer and deliver the Shares to be sold by such Non-TIGP Selling Stockholder;

(xv) the Custody Agreement and the Power of Attorney of each Non-TIGP Selling Stockholder have been duly authorized, executed and delivered by such Non-TIGP Selling Stockholder and are valid and binding agreements of such Non-TIGP Selling Stockholder;

(xvi) assuming the Underwriters purchase such Shares for value, in good faith and without notice of any adverse claim, upon delivery of the Shares to be sold by each Non-TIGP Selling Stockholder pursuant to this Agreement, the Underwriters will acquire all of the rights of such Non-TIGP Selling Stockholder in such Shares free and clear of any security interests, claims, liens, equities and other encumbrances; and

(xvii) such counsel (A) is of the opinion that the Registration Statement and Prospectus (except for financial statements and schedules and other financial and statistical data included therein as to which such counsel need not express any opinion) comply as to form in all material respects with the Securities Act and the rules and regulations of the Commission thereunder, (B) believes that (except for financial statements and schedules and other financial and statistical data as to which such counsel need not express any opinion) the Registration Statement and the Prospectus included therein, at the time the Registration Statement became effective, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (C) has no reason to believe that (except for financial statements and schedules and other financial and statistical data as to which such counsel need not express any belief) the Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) The Underwriters shall have received on the Closing Date an opinion of Rosenberg & Liebentritt PC, counsel for the TIGP Selling Stockholders, dated the Closing Date, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by or on behalf of each of the TIGP Selling Stockholders;

(ii) the execution and delivery by each TIGP Selling Stockholder of, and the performance by such TIGP Selling Stockholder of its obligations under, this Agreement and the Custody Agreement and Powers of Attorney of such TIGP Selling Stockholder will not contravene any provision of applicable law, or the articles or certificate of incorporation or bylaws of such TIGP Selling Stockholder (if such TIGP Selling Stockholder is a corporation), the partnership agreement of such TIGP Selling Stockholder (if such TIGP Selling Stockholder is a partnership), the operating agreement of such TIGP Selling Stockholder (if such TIGP Selling Stockholder is a limited liability company), the trust agreement of such TIGP Selling Stockholder (if such TIGP Selling Stockholder is a trust), or, to the best of such counsel's knowledge, any agreement or other instrument binding upon such TIGP Selling Stockholder or, to the best of such counsel's knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over such TIGP Selling Stockholder, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by such TIGP Selling Stockholder of its obligations under this Agreement or the Custody Agreement or Power of Attorney of such TIGP Selling Stockholder, except such as may be required by the federal securities laws of the United States or the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares;

(iii) Each of the TIGP Selling Stockholder is the sole registered owner of the Shares to be sold by such TIGP Selling Stockholder and has the legal right and power, and all authorization and approval required by law, to enter into this Agreement and the Custody Agreement and Power of Attorney of such TIGP Selling Stockholder and to sell, transfer and deliver the Shares to be sold by such TIGP Selling Stockholder; provided, however, that such counsel need not opine as to authorization or approval required under the federal securities laws of the United States or the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares;

(iv) the Custody Agreement and the Power of Attorney of each TIGP Selling Stockholder have been duly authorized, executed and delivered by such TIGP Selling Stockholder and are valid and binding agreements of such TIGP Selling Stockholder;

(v) assuming the Underwriters purchase such Shares for value, in good faith and without notice of any adverse claim, upon delivery of the Shares to be sold by such TIGP Selling Stockholder pursuant to this Agreement, the Underwriters will acquire all of the rights of such TIGP Selling Stockholder in such Shares free and clear of any security interests, claims, liens, equities and other encumbrances created by, through or under such TIGP Selling Stockholder; and

(vi) such counsel (A) has no reason to believe that (except for financial statements and schedules and other financial and statistical data as to which such counsel need not express any belief) such parts of the Registration Statement as specifically refer to the TIGP Selling Stockholders and such parts of the Prospectus included therein as specifically refer to the TIGP Selling Stockholders, at the time the Registration Statement became effective, contained any 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 and (B) has no reason to believe that (except for financial statements and schedules and other financial and statistical data as to which such counsel need not express any belief) such parts of the Prospectus as specifically refer to the TIGP Selling Stockholders contain any 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.

(e) The Underwriters shall have received on the Closing Date an opinion of Katten Muchin & Zavis, special counsel for the Underwriters, dated the Closing Date, covering the matters referred to in clauses (v), (vi), (viii) (but only as to the statements in the Prospectus under "Description of Capital Stock" and "Underwriters") and (xvii) of Section 6(c) above.

With respect to clause (xvii) of Section 6(c) above, Neal, Gerber & Eisenberg and Katten Muchin & Zavis, and with respect to clause (vi) of Section 6(d) above, Rosenberg & Liebentritt PC, may state that their opinion and belief are based upon their participation in the preparation of the Registration Statement and Prospectus and any amendments or supplements thereto and review and discussion of the contents thereof, but are without independent check or verification except as specified. With respect to Section 6(c) above, Neal, Gerber & Eisenberg may rely, with respect to matters involving the application of laws of any jurisdictions other than the laws of the State of New York or the United States or the Delaware General Corporation Law, to the extent such counsel deems appropriate, upon an opinion or opinions of local counsel, provided that (A) each such local counsel is reasonably satisfactory to your counsel, (B) a copy of each opinion so relied upon is delivered to you and is in form and substance reasonably satisfactory to your counsel, and (C) Neal, Gerber & Eisenberg shall state in their opinion that they believe they are justified in relying on each other opinion. With respect to Section 6(c) above, Neal, Gerber & Eisenberg, and with respect to Section 6(d) above, Rosenberg & Liebentritt PC, may rely, with respect to factual matters and to the extent such counsel deems appropriate, upon the representations of each Selling Stockholder contained herein and in the Custody Agreement and Power of Attorney of such Selling Stockholder and in other documents and instruments; provided that copies of such Custody Agreements and Powers of Attorney and of any such other documents and instruments shall be delivered to you and shall be in form and substance satisfactory to your counsel. In addition, with respect to Section 6(c) above, Neal, Gerber & Eisenberg may rely upon an opinion or opinions of counsel for any Non-TIGP Selling Stockholders, provided that

(A) each such counsel for the Non-TIGP Selling Stockholders is reasonably satisfactory to your counsel, (B) a copy of each opinion so relied upon is delivered to you and is in form and substance reasonably satisfactory to your counsel, and (D) Neal, Gerber and Eisenberg shall state in their opinion that they believe they are justified in relying on each other opinion.

The opinion of Neal, Gerber & Eisenberg described in Section 6(c) above and the opinion of Rosenberg & Liebentritt PC described in Section 6(d) above (and any other opinions of counsel referred to in the immediately preceding paragraph) shall be rendered to the Underwriters at the request of the Company and/or one or more of the Selling Stockholders, as the case may be, and shall so state therein.

(f) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to you, from Arthur Andersen LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(g) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to you, of Gumbiner, Savett, Finkel, Fingleson & Rose, Inc. (formerly Gumbiner, Savett, Friedman & Rose, Inc.), independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus for the Company's fiscal years ended January 31, 1992 and 1993 and the 11 month period ended December 31, 1993.

(h) The Underwriters shall have received, on or prior to the Closing Date, agreements ("Lock-Up Agreements") executed by each of the directors and officers of the Company who is not a Selling Stockholder, pursuant to which such Selling Stockholder agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated, it will not, during the period ending January 27, 1997, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (whether such shares of Common Stock or any such securities are now owned or hereafter acquired), (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common

Stock or such other securities, in cash or otherwise, or (iii) make any demand for, or exercise any right with respect to, the registration of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock; PROVIDED, HOWEVER, that no director or officer who executed and delivered to you a Lock-Up Agreement in connection with the Company's initial public offering shall be required to execute a new or additional Lock-Up Agreement pursuant to this Agreement. The restrictions imposed by the Lock-Up Agreement shall not apply to the Shares to be sold hereunder. The Lock-Up Agreements received by the Underwriters pursuant to this Section 6(h) shall be in full force and effect on the Closing Date.

The several obligations of the U.S. Underwriters to purchase Additional Shares hereunder are subject to the delivery to the U.S. Representatives on the Option Closing Date of such documents as they may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Shares and other matters related to the issuance of the Additional Shares.

7. COVENANTS OF THE COMPANY. In further consideration of the agreements of the Underwriters herein contained, the Company covenants with each Underwriter as follows:

(a) To furnish to you, without charge, seven signed copies of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter a conformed copy of the Registration Statement (without exhibits thereto) and to furnish to you in New York City, without charge, prior to 10:00 a.m. local time on the business day next succeeding the date of this Agreement and during the period mentioned in paragraph (c) below, as many copies of the Prospectus and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which you reasonably object, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such rule.

(c) If, during such period after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters the Prospectus is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered to a purchaser, not misleading, or if, in the opinion of your counsel, it is necessary to amend or supplement the Prospectus to comply with law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Shares may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus

so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with law.

(d) To endeavor to qualify the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request; PROVIDED, HOWEVER, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not currently so qualified.

(e) To make generally available to the Company's security holders and to you as soon as practicable an earning statement covering the twelve-month period ending December 31, 1997 that satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(f) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated and except as provided in Section 8 entitled "Expenses of Selling Stockholders," to pay or cause to be paid all expenses (the "Expenses") incident to the performance of the obligations of the Company and the Selling Stockholders under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Shares under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Prospectus and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Shares to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Shares under state securities laws and all expenses in connection with the qualification of the Shares for offer and sale under state securities laws as provided in Section 7(d) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iv) all filing fees and reasonable disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Shares by the National Association of Securities Dealers, Inc., (v) all fees and expenses in connection with the preparation and filing of the registration statement on Form 8-A relating to the Common Stock and all costs and expenses incident to listing the Shares on the Nasdaq National Market and other national securities exchanges and foreign stock exchanges, (vi) the cost of printing certificates representing the Shares, (vii) the costs and charges of any transfer agent, registrar or depository, (viii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the

production of road show slides and graphics, reasonable fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, and (ix) all other reasonable costs and expenses incident to the performance of the obligations of the Company and the Selling Stockholders hereunder for which provision is not otherwise made in this Section or Section 8; PROVIDED, HOWEVER, that the Company shall be reimbursed for such Expenses by the Selling Stockholders to the extent set forth in, and in accordance with, Section 8. It is understood, however, that except as provided in this Section 7, Section 9 entitled "Indemnity and Contribution", and the last paragraph of Section 11 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, stock transfer taxes payable on resale of any of the Shares by them and any advertising expenses connected with any offers they may make.

8. EXPENSES OF SELLING STOCKHOLDERS. Each Selling Stockholder, severally and not jointly, agrees to pay or cause to be paid (i) all taxes, if any, on the transfer and sale of the Shares being sold by such Selling Stockholder, and (ii) the fees, disbursements and expenses of counsel for such Selling Stockholder, if other than Neal, Gerber & Eisenberg. Furthermore, the Selling Stockholders agree, severally and not jointly, in the proportions that the number of Firm Shares sold hereunder by such Selling Stockholders bear to the aggregate number of Shares sold hereunder by all Sellers (including the Company, if the U.S. Underwriters exercise their right to purchase Additional Shares from the Company pursuant to Section 3), to promptly reimburse the Company for all Expenses incurred by the Company pursuant to Section 7(f). Notwithstanding the foregoing, any Selling Stockholder who is an employee of the Company and who acquires all of the Firm Shares to be sold by such Selling Stockholder upon the exercise of options granted by the Company under the TeleTech Holdings, Inc. Stock Plan shall have no obligation to reimburse the Company for Expenses pursuant to this Section 8.

9. INDEMNITY AND CONTRIBUTION.

(a) The Company, Tuchman and each Inside Selling Stockholder agree, jointly and severally, to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or

liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you expressly for use therein; PROVIDED, HOWEVER, that, with respect to any untrue statement or alleged untrue statement or omission or alleged omission made in any preliminary prospectus, the foregoing indemnity agreement shall not inure to the benefit of any Underwriter from whom the person asserting any such losses, claims, damages or liabilities purchased the Shares concerned, or any person controlling such Underwriter, to the extent that any such loss, claim, damage or liability of such Underwriter results from the fact that a copy of the Prospectus (or Prospectus as amended or supplemented) was not sent or given to such person, if required by the Securities Act so to have been delivered, at or prior to the written confirmation of the sale of such Shares to such person and the untrue statement or alleged untrue statement or omission or alleged omission was corrected in such Prospectus (or Prospectus as amended or supplemented), if the Company had previously furnished copies of such Prospectus (or Prospectus as amended or supplemented) to such Underwriter. Notwithstanding the foregoing, no Inside Selling Stockholder shall be required to provide indemnification under this Section 9(a) with respect to any losses, claims, damages or liabilities, unless (i) a court of competent jurisdiction shall determine that such Inside Selling Stockholder had actual knowledge of the untrue statement or omission or alleged untrue statement or omission which caused such losses, claims, damages or liabilities or (ii) such losses, claims, damages or liabilities are caused by an untrue statement or omission or alleged untrue statement or omission in such parts of the Registration Statement or Prospectus as specifically refer to such Inside Selling Stockholder.

(b) Each Outside Selling Stockholder agrees, severally and not jointly, to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with reference to information relating to such Outside Selling Stockholder furnished in writing by or on behalf of such Outside Selling Stockholder expressly for use in the Registration Statement, any preliminary prospectus, the Prospectus or any amendments or supplements thereto; PROVIDED, HOWEVER, that, with respect to any untrue statement or alleged untrue statement or omission or alleged omission made in any preliminary prospectus, the foregoing indemnity agreement shall not inure to the benefit of any Underwriter from whom the person asserting any such losses, claims, damages or liabilities purchased the Shares concerned, or any person

controlling such Underwriter, to the extent that any such loss, claim, damage or liability of such Underwriter results from the fact that a copy of the Prospectus (or Prospectus as amended or supplemented) was not sent or given to such person, if required by the Securities Act so to have been delivered, at or prior to the written confirmation of the sale of such Shares to such person and the untrue statement or alleged untrue statement or omission or alleged omission was corrected in such Prospectus (or Prospectus as amended or supplemented), if the Company had previously made available copies of such Prospectus (or Prospectus as amended or supplemented) to such Underwriter.

(c) Each Selling Stockholder agrees, severally and not jointly, in proportion to the number of Shares to be sold by such Selling Stockholder hereunder, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with reference to information relating to such Selling Stockholder furnished in writing by or on behalf of such Selling Stockholder expressly for use in the Registration Statement, any preliminary prospectus, the Prospectus or any amendments or supplements thereto.

(d) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement, each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and the Selling Stockholders from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through you expressly for use in the Registration Statement, any preliminary prospectus, the Prospectus or any amendments or supplements thereto.

(e) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 9(a), (b), (c) or (d), such person (the "Indemnified Party") shall promptly notify the person against whom such indemnity may be sought (the "Indemnifying Party") in writing and the Indemnifying Party, upon request of the Indemnified Party, shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and any others the Indemnifying Party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel and the payment of its fees or (ii) the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for (i) all Underwriters and all persons, if any, who control any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, (ii) the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either such Section and (iii) all Selling Stockholders and all persons, if any, who control any Selling Stockholder within the meaning of either such Sections of the Exchange Act, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriters and such control persons of Underwriters, such firm shall be designated in writing by Morgan Stanley & Co. Incorporated. In the case of any such separate firm for the Company, and such directors, officers and control persons of the Company, such firm shall be designated in writing by the Company. In the case of any such separate firm for the Selling Stockholders and such controlling persons of the Selling Stockholders, such firm shall be designated in writing by the persons named as attorneys-in-fact for the Selling Stockholders under the Powers of Attorney. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested an Indemnifying Party to reimburse the Indemnified Party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the Indemnifying Party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such Indemnifying Party of the aforesaid request and (ii) such Indemnifying Party shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such

settlement. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such proceeding.

(f) If the indemnification provided for in Section 9(a), (b), (c) or (d) is unavailable to an Indemnified Party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Party under such paragraph, in lieu of indemnifying such Indemnified Party thereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party or Parties on the one hand and the Indemnified Party or Parties on the other hand from the offering of the Shares or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Indemnifying Party or Parties on the one hand and of the Indemnified Party or Parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Sellers on the one hand and the Underwriters on the other hand in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Shares (before deducting expenses) received by each Seller and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate Public Offering Price of the Shares. The relative fault of the Sellers on the one hand and the Underwriters on the other hand 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 Sellers or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 9 are several in proportion to the respective number of Shares they have purchased hereunder, and not joint.

(g) The Sellers and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 9 were determined by PRO RATA allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9(f). The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, 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 Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Party at law or in equity.

(h) The indemnity and contribution provisions contained in this Section 9 and the representations and warranties of the Company and the Selling Stockholders contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter, any Selling Stockholder or any person controlling any Selling Stockholder, or the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Shares.

(i) Notwithstanding anything to the contrary contained herein, the aggregate liability of any Selling Stockholder pursuant to the provisions of this Section 9 and with respect to any breaches of the representations, warranties and agreements contained in Sections 2A, 2B and 2C (as applicable), except for liability resulting from the willful misconduct or intentional action of such Selling Stockholder, shall not exceed an amount equal to the total price at which the Shares of which such Selling Stockholder is a beneficial owner (as defined in Rule 13d-3 under the Securities and Exchange Act of 1934, as amended) were offered to the public. In addition, an Underwriter or person controlling an Underwriter shall not bring any claim against any Selling Stockholder under this Section 9 or with respect to any breach of a representation, warranty or agreement contained in Section 2A, 2B or 2C (as applicable), except for a claim caused by or arising out of an untrue statement or omission or alleged untrue statement or omission in such parts of the Registration Statement or Prospectus as specifically refer to such Selling Stockholder, unless (a) such Underwriter or controlling person shall have first submitted such claim to the Company and (b) the Company shall not, within 45 days, (i) have paid such claim in full or (ii) be otherwise fully satisfying its indemnification obligations with respect to such claim (by assuming the defense of any proceeding giving rise to such claim or otherwise as set forth in this Section 9); PROVIDED, HOWEVER, that if at any time thereafter the Company is no longer fully satisfying its indemnification obligations with respect to such claim, such Underwriter or controlling person may immediately bring such claim against such Selling Stockholder.

10. TERMINATION. This Agreement shall be subject to termination by notice given by you to the Company, if (a) after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, the National Association of Securities Dealers, Inc., the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and (b) in the case of any of the events specified in clauses (a)(i) through (iv) of this Section 10, such event singly or together with any other such event makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Prospectus.

11. EFFECTIVENESS; DEFAULTING UNDERWRITERS. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or the Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares that it or they have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated severally, in the proportions that the number of Firm Shares set forth opposite their respective names in Schedule I or Schedule II bears to the aggregate number of Firm Shares set forth opposite the names of all such nondefaulting Underwriters, or in such other proportions as you may specify, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; PROVIDED that in no event shall the number of Shares that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 11 by an amount in excess of one-ninth of such number of Shares without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Shares to be purchased on such date, and arrangements satisfactory to you, the Company and the Selling Stockholders for the purchase of such Firm Shares are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholders. In any such case either you or the relevant Selling Stockholders shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. If, on the Option Closing Date, any U.S. Underwriter or Underwriters shall fail or refuse to purchase Additional Shares and the aggregate number of Additional Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Shares to be purchased, the non-defaulting U.S. Underwriters shall have the option

to (i) terminate their obligation hereunder to purchase Additional Shares or (ii) purchase not less than the number of Additional Shares that such non-defaulting U.S. Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this Section 11 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of any Seller to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason any Seller shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

12. COUNTERPARTS. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

14. HEADINGS. The Headings of the Sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

Very truly yours,
TELETECH HOLDINGS, INC.

By -----
a duly authorized signatory

The Selling Stockholders named in
Schedule III hereto, acting severally

By -----
Attorney-in-fact

Accepted, as of the date hereof

MORGAN STANLEY & CO. INCORPORATED
ALEX. BROWNS & SONS INCORPORATED
SMITH BARNEY INC.

Acting severally on behalf of themselves
and the several U.S. Underwriters named
in Schedule I hereto.

By Morgan Stanley & Co. Incorporated

By -----
a duly authorized signatory

MORGAN STANLEY & CO. INTERNATIONAL LIMITED
ALEX. BROWN & SONS INCORPORATED
SMITH BARNEY INC.

Acting on behalf of themselves and the
several International Underwriters
named in Schedule II hereto.

By Morgan Stanley & Co. International Limited

By -----
a duly authorized signatory

Schedule I

U.S. UNDERWRITERS

| Underwriter ----- | Number of Firm Shares To Be Purchased ----- |
|----------------------|--|
|----------------------|--|

Morgan Stanley & Co. Incorporated

Alex. Brown & Sons Incorporated

Smith Barney Inc.

| | |
|----------------------------------|--------------------------------------|
| Total U.S. Firm Shares | ----- 2,880,000 ----- ----- |
|----------------------------------|--------------------------------------|

Schedule II

INTERNATIONAL UNDERWRITERS

| Underwriter ----- | Number of Firm Shares To Be Purchased ----- |
|----------------------|--|
|----------------------|--|

| | |
|--|--|
| Morgan Stanley & Co. International Limited | |
|--|--|

| | |
|---------------------------------|--|
| Alex. Brown & Sons Incorporated | |
|---------------------------------|--|

| | |
|-------------------|--|
| Smith Barney Inc. | |
|-------------------|--|

| | |
|---------------------------------------|---------------------------|
| Total International Firm Shares . . . | ----- 720,000 ----- |
|---------------------------------------|---------------------------|

Schedule III

SELLING STOCKHOLDERS

Number of
Firm Shares
To Be Sold

Total

3,600,000

Neal, Gerber & Eisenberg
Two N. LaSalle Street, Suite 2200
Chicago, Illinois 60602
(312) 269-8000

October 10, 1996

Securities and Exchange Commission
450 Fifth Street N.W.
Washington, D.C. 20549

Re: TELETECH HOLDINGS, INC.
REGISTRATION STATEMENT ON FORM S-1

Ladies and Gentlemen:

We are counsel to TeleTech Holdings, Inc., a Delaware corporation (the "Company"), and, in such capacity, we have assisted in the preparation and filing with the Securities and Exchange Commission under the Securities Act of 1933, as amended, of the Company's Registration Statement on Form S-1, and any amendments thereto that may be filed (the "Registration Statement"), relating to the proposed offering by certain stockholders of the Company (the "Selling Stockholders") of 3,600,000 shares of the common stock, \$.01 par value per share (the "Common Stock"), of the Company (and, if the underwriters' over-allotment option is exercised, by the Company of up to 540,000 shares of Common Stock).

As such counsel, we have examined the Registration Statement, and such other papers, documents and certificates of public officials and certificates of officers of the Company as we have deemed necessary and appropriate as the basis for the opinions hereinafter expressed. In such examinations, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as conformed or photostatic copies. As to any facts material to this opinion, we have relied upon statements and representations of (a) the Company, its officers and its other representatives, (b) the Selling Stockholders and, if applicable, their officers and other representatives, and (c) public officials.

Based upon the foregoing, and subject to the limitations, qualifications, exceptions, and assumptions set forth herein, we are of the opinion that the shares of Common Stock covered by the Registration Statement to be sold by the Selling Stockholders (and,

if the underwriters' over-allotment option is exercised, to be issued and sold by the Company), when issued and delivered in accordance with the terms described in the Registration Statement, will be duly and validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the prospectus contained therein.

Very truly yours,

/s/ Neal, Gerber & Eisenberg

Neal, Gerber & Eisenberg

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is entered into as of August 15, 1996 by and between TeleTech Service Corporation, Inc., a Delaware corporation (collectively with its subsidiaries, "TeleTech"), and Richard Weingarten & Company, Inc., a Delaware corporation ("RWCO"). Richard Weingarten, and employee of RWCO ("Consultant"), has executed this Agreement for purposes of Section 5 hereof.

W I T N E S S E T H :

WHEREAS, TeleTech is engaged in the business of, among other things, providing customer care and support services, on a fully outsourced basis or under facilities management agreements, using integrated voice and data communications technology, which services include, without limitation, technical help desk support, pre- and post-sale customer education, activating product or service upgrades and responding to customer requests for information (together with any other business in which TeleTech may engage during the term of this Agreement, the "Business"); and

WHEREAS, TeleTech desires to retain the services of Consultant to render certain financial and merger and acquisition advisory services, as more fully described and subject to the terms and conditions set forth herein.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

(a) TeleTech hereby retains RWCO to provide, and RWCO hereby agrees to cause Consultant to render to TeleTech, certain advisory services as requested by TeleTech with respect to (i) acquisitions and dispositions involving TeleTech, which may include, without limitation, advice regarding transaction structuring, strategy and negotiation, (ii) strategic planning and advice regarding general management matters, and (iii) the identification, hiring, retention and compensation of key executives and members of the Board of Directors, and such other matters as TeleTech may reasonably specify from time-to-time (collectively, the "Services"). RWCO acknowledges that TeleTech has entered into this contract in order to retain the personal services of Consultant and no other officer, employee or agent of RWCO shall perform the Services without the prior written consent of TeleTech.

(b) RWCO hereby agrees to cause Consultant to devote such time and effort as may be necessary to adequately and properly perform the Services. TeleTech acknowledges that no more than fifty-percent (50%) of Consultant's total working time shall be devoted to performance of the Services ("Maximum Time"). TeleTech

acknowledges that, during the term of this Agreement, Consultant may be retained to perform services for persons or entities other than TeleTech and that the parties intend that this Agreement shall not interfere with Consultant's ability to perform such other services; provided that such services do not involve performance of services for or on behalf of persons or entities whose primary business (or those of its subsidiaries) is directly or substantially in competition with the Business (a "Competitor"). To the extent, if any, that a conflict or question arises regarding Consultant's ability fully to provide the Services due to constraints arising out of Consultant's rendering of services to any other person or entity that is not a Competitor, the parties shall negotiate in good faith to determine a basis on which Consultant shall perform the Services without unreasonably interfering with Consultant's obligation to render services to any such other person or entity.

2. COMPENSATION.

(a) In consideration of the performance of the Services by Consultant hereunder, TeleTech shall pay to RWC0 a monthly consulting fee of ten thousand dollars (\$10,000), payable on the first day of each month during the term of this Agreement for Services to be performed by Consultant during such month (the "Fee"). The Fee shall not be decreased in the event that the Services TeleTech requests Consultant to perform require Consultant to devote less than the Maximum Time to complete.

(b) In addition to the Fee, upon execution of this Agreement TeleTech shall grant to Consultant a Non-qualified Stock Option to purchase up to 55,000 shares of TeleTech's common stock, par value \$.01 per share, at an exercise price of \$18.00 per share (the "Option"). The Option shall be subject to the terms and conditions of the TeleTech Holdings, Inc. Stock Plan, as Amended and Restated and as may hereafter be amended (the "Stock Plan"), and the Non-qualified Stock Option Agreement, in the form attached hereto as EXHIBIT A (the "Option Agreement"), to be executed concurrently with the execution of this Agreement.

3. EXPENSES.

(a) During the term of this Agreement and subject to SEction 3(b), TeleTech shall reimburse RWC0 for reasonable and necessary out-of-pocket expenses actually incurred by Consultant; provided, that Consultant adheres to TeleTech's policies regarding expense reimbursement applicable to its executives and key employees and as are directly related to Consultant's rendering of the Services. RWC0 shall provide appropriate documentation of all reimbursable expenses in accordance with TeleTech's procedures and reporting standards imposed upon TeleTech by the Internal Revenue Code of 1986, as amended. Expenses incurred by Consultant for which appropriate documentation has not been provided or that are

contrary to applicable TeleTech policies regarding expense reimbursement shall be reimbursed, if at all, only at the sole discretion of TeleTech.

(b) RWC0 shall be solely responsible for all costs and expenses associated with or relating to office expenses (including without limitation rent and utilities), support services and personnel costs, personal income taxes, local, state and federal taxes, and any other costs and expenses of whatever nature or sort (with the exception of expenses expressly assumed by TeleTech in Section 3(a) of this Agreement) incurred by RWC0 and/or Consultant in connection with performance of the Services hereunder.

4. TERM AND TERMINATION. This Agreement shall commence on September 1, 1996 and shall continue until August 31, 1997, unless earlier terminated by either party upon 30 days' prior written notice to the other party (a "Voluntary Termination"). Notwithstanding the foregoing, this Agreement may be terminated immediately by TeleTech (a) upon delivery of notice by TeleTech that Consultant has breached or has threatened to breach the provisions of Section 5 hereof, (b) upon delivery of notice by TeleTech that Consultant is providing services to a Competitor, or (c) for "Cause," as defined in the Option Agreement (any of the foregoing, an "Involuntary Termination"). Upon termination of this Agreement, RWC0 shall be entitled to receive (i) any Fees due and owing by TeleTech up to the termination date, in the event of a Voluntary Termination, and (ii) any expenses incurred prior to the termination date that are reimbursable hereunder.

5. CONFIDENTIAL INFORMATION.

(a) Consultant recognizes that he will occupy a position of trust with respect to business and technical information of a secret or confidential nature which is the property of TeleTech or any of its affiliates and which will be imparted to him from time to time in the course of the performance of the Services hereunder. Consultant acknowledges and agrees that any and all Confidential Information (as defined herein) learned or obtained by Consultant during the course of the performance of the services or otherwise, is the property of TeleTech and its affiliates.

(b) Consultant shall not use or disclose, directly or indirectly, any Confidential Information to any person, except that Consultant may use and disclose to authorized personnel or agents of TeleTech or its affiliates such Confidential Information as is necessary for Consultant's proper performance of the Services hereunder. The provisions of this Section 5 shall survive termination of this Agreement for any reason.

(c) Consultant shall return to TeleTech, promptly upon termination of this Agreement or otherwise upon the request of TeleTech, any and all copies of any documentation or materials

containing any Confidential Information. All information, know-how and other things devised or created by Consultant during the Term, solely or jointly with others, that falls within the definition of Confidential Information shall belong solely to TeleTech, and Consultant agrees, upon request of TeleTech, to assign the same to TeleTech and/or to assist TeleTech in obtaining copyright, trademark and/or trade name protection thereon.

(d) "Confidential Information" means all information, data, know-how, systems and procedures of a technical or commercial nature owned by or relating to TeleTech or any of its affiliates, whether prior to, during or after the termination or expiration of this Agreement, including but not limited to all ideas, concepts, experimental and research data, service techniques and protocols, business and marketing plans; information relating to financial information, pricing, cost and sales information, contractual arrangements, advertising and promotions, market research data and other information about TeleTech's and its affiliates' actual and prospective employees, clients, suppliers and vendors; patents and patent applications, inventions and improvements (whether patentable or not), development projects, computer software and related documentation and materials, designs, practices, recipes, processes, methods, know-how, techniques and other facts relating to the business of TeleTech and its affiliates; and all other trade secrets and information of a confidential and proprietary nature.

(e) Consultant hereby acknowledges that each subsidiary and affiliate of TeleTech is expressly made a third party beneficiary hereto for purposes of protecting its rights and interests hereunder.

(f) RWCO and Consultant acknowledge that damages would be an inadequate remedy for Consultant's breach of any of the provisions of this Section 5 and that breach of any of such provision will result in immeasurable and irreparable harm to TeleTech. Therefore, in addition to any other remedy to which TeleTech may be entitled by reason of Consultant's breach or threatened breach of any such provision, TeleTech shall be entitled to seek and obtain a temporary restraining order, a preliminary and/or permanent injunction, or any other form of equitable relief from any court of competent jurisdiction restraining Consultant from committing or continuing any breach of this Section 5, without the necessity of posting a bond. It is further agreed that the existence of any claim or cause of action on the part of Consultant or RWCO against TeleTech, whether arising from this Agreement or otherwise, shall in no way constitute a defense to the enforcement of the provisions of this Section 5.

6. NON-COMPETITION.

(a) TeleTech and Consultant recognize that Consultant recognize that Consultant has been retained to occupy a position equivalent to that occupied

by the professional, management and/or executive staff of TeleTech and that his duties may include the formulation and/or execution of management policy. Consultant, for and in consideration of retention by TeleTech in such a position and being permitted access to Confidential Information, agrees that so long as this Agreement is in effect and for a period of 24 months thereafter, Consultant shall not (i) work for, (ii) assist or perform consulting services for, (iii) own any interest, directly or indirectly and whether individually or as a joint venturer, partner, member, officer, director, shareholder, consultant, employee or otherwise, in or (iv) make a financial investment, whether in the form of equity or debt, in any business that is directly or substantially competitive with the Business in the United States, Australia, New Zealand, the United Kingdom or in any other market in which TeleTech is conducting business at the time this Agreement is terminated.

(b) Notwithstanding the foregoing, nothing herein, in the Option Agreement or in the TeleTech Holdings, Inc. Directors Option Agreement dated as of January 1, 1996 between Consultant and TeleTech (collectively, the "Other Agreements") shall prohibit Consultant from (i) holding 5% or less of any class of voting securities of any entity whose equity securities are listed on a national securities exchange or regularly traded in the over-the-counter market and for which quotations are readily available on the National Association of Securities Dealers Automated Quotation system, or (ii) (A) providing consulting services relative to the acquisition of, or the making of an investment in, Cellarmaster Wines Pty, Ltd. ("Cellarmaster"), (B) making an investment, directly or indirectly, in Cellarmaster or (C) subject to the prior approval of the President of TeleTech (which approval will not be unreasonably withheld), having any other involvement with Cellarmaster.

(c) Upon the termination of this Agreement and for 24 months thereafter, Consultant shall promptly notify TeleTech of each employment or agency relationship entered into by Consultant, and each corporation, proprietorship or other entity formed or used by Consultant, the business of which is directly or indirectly, similar to or in competition with the Business.

(d) Consultant agrees that the restrictions contained in this Section 6 are reasonable as to time and geographic scope because of the nature of the Business and Consultant agrees, in particular, that the geographic scope of this restriction is reasonable because companies in the teleservicing and outsourced customer service industry compete on a nationwide basis. Consultant acknowledges that TeleTech is in direct competition with all other companies that provide teleservicing and other customer services on an outsourced basis throughout the United States, Australia, New Zealand, the United Kingdom and other markets in which TeleTech may be conducting business at the time Consultant's relationship with TeleTech is terminated and, because of the nature

of the Business, Consultant agrees that the covenants contained in this Section 6 cannot reasonably be limited to any smaller geographic area.

7. NON-SOLICITATION AND NON-INTERFERENCE.

(a) Consultant acknowledges that TeleTech has invested substantial time and effort in assembling its present staff. Consultant agrees that so long as this Agreement is in effect and for a period of 24 months thereafter, he shall not (irrespective of the time, manner or cause of termination of this Agreement), either directly or indirectly employ, solicit for employment or advise or recommend to any other person that such other person employ or solicit for employment, any of TeleTech's employees.

(b) Consultant acknowledges that all clients of TeleTech that Consultant has serviced or had contact with, or hereafter during the term of this Agreement will service or have contact with, and all prospective clients of TeleTech from whom Consultant has solicited or may solicit business during the term of this Agreement, shall be clients solely of TeleTech. Consultant agrees that, so long as this Agreement is in effect and for a period of 24 months thereafter (irrespective of the time, manner or cause of termination of this Agreement), he shall not either directly or indirectly

(i) solicit business, as to products or services competitive with the Business of TeleTech, from any of TeleTech's customers with whom Consultant had contact during his relationship with TeleTech; or

(ii) interfere with any relationship between TeleTech and any of its suppliers, clients or employees, or influence or attempt to influence any of TeleTech's clients not to do business with TeleTech.

(c) Consultant agrees that the restrictions contained in this Section 7 are reasonable as to time and geographic scope because of the nature of the Business and Consultant agrees, in particular, that the geographic scope of this restriction is reasonable because companies in the teleservicing and outsourced customer service industry compete on a nationwide basis. Consultant acknowledges that TeleTech is in direct competition with all other companies that provide teleservicing and other customer services on an outsourced basis throughout the United States, Australia, New Zealand, the United Kingdom and other markets in which TeleTech may be conducting business at the time Consultant's relationship with TeleTech is terminated and, because of the nature of the Business, Consultant expressly agrees that the covenants contained in this Section 7 cannot reasonably be limited to any smaller geographic area.

8. INDEMNIFICATION. TeleTech agrees to indemnify and hold harmless Consultant, RWCO and its stockholders, directors, officers, employees and agents (the "Indemnified Parties") with respect to any claims or liabilities (including reasonable costs and expenses incurred in defending such claims or liabilities, including without limitation reasonable attorney's fees) that may be asserted or imposed against any Indemnified Party arising out of, relating to or in connection with the performance of the Services hereunder, except for any such claims that may be asserted or liabilities that may be imposed by virtue of any gross negligence or willful misconduct of any Indemnified Party.

9. INDEPENDENT CONTRACTOR. Consultant shall, at all times, be an independent contractor and, accordingly, under no circumstances shall Consultant have or claim to have any authority or power of decision in any activity on behalf of TeleTech. Notwithstanding any other provision of this Agreement, it is specifically understood that TeleTech shall not, with respect to the Services to be rendered hereunder, exercise any control over Consultant that would be contrary to TeleTech's relationship with Consultant as an independent contractor.

10. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to its principals regarding conflicts of law.

11. JURISDICTION; SERVICE OF PROCESS. Each of the parties hereto agrees that all actions or proceedings initiated by any party hereto and arising directly or indirectly out of this Agreement which are brought to judicial proceedings shall be litigated in the United States District Court covering Denver, Colorado or, in the event such court cannot or will not exercise jurisdiction, in the state courts of the State of Colorado sitting in Denver, Colorado. Each of the parties hereto expressly submits to the jurisdiction of such courts and waives any claim that any such court is an inconvenient forum or an improper forum based on lack of venue or jurisdiction.

12. SUCCESSORS AND ASSIGNS. This Agreement may not be assigned by any party without the prior written consent of all other parties. This Agreement shall be binding upon and shall inure to the benefit of (a) the heirs, executors and legal representatives of Consultant upon Consultant's death and (b) any successor of TeleTech or RWCO and any such successor or permitted assign shall be deemed substituted for TeleTech or RWCO, as the case may be, under the terms hereof for all purposes.

13. INTEGRATION. This Agreement and the Other Agreements constitute the entire agreement between the parties with respect to all matters, including but not limited to the retention of RWCO and Consultant, and RWCO's and Consultant's compensation, commissions

and benefits any entitlements to stock or stock rights in TeleTech. This Agreement and the Other Agreements, supersede all prior oral or written understandings and agreements relating to its subject matter and all other business relationships between TeleTech and/or its affiliated companies and RWCO and Consultant.

14. NO MODIFICATION. This Agreement may be modified only by a written instrument executed by the parties, which is designated as an amendment to this Agreement.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. SEVERABILITY. Any provision of this Agreement (or any portion thereof) that is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this paragraph be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TELETECH SERVICE CORPORATION, INC.

By: /s/ Kenneth Tuchman

Name: Kenneth Tuchman
Title: President

RICHARD WEINGARTEN & COMPANY, INC.

By: /s/ Richard Weingarten

Name: Richard Weingarten
Title: President

/s/ Richard Weingarten

Richard Weingarten

LIST OF SUBSIDIARIES OF
TELETECH HOLDINGS, INC.

| | Name of Subsidiary * | Jurisdiction of Organization |
|----|---|---------------------------------|
| 1. | TeleTech Services Corporation | State of Colorado |
| | (a) TeleTech Telecommunications, Inc. | State of California |
| | (b) TeleTech Teleservices, Inc. | State of Colorado |
| | (c) TeleTech UK Limited | United Kingdom |
| | (d) Access 24 Limited | United Kingdom |
| | (e) TeleTech Financial Services Management, Inc. | State of Delaware |
| | (f) TeleTech Facilities Management (Postal Customer Support), Inc. | State of Delaware |
| | (g) TeleTech Facilities Management (Parcel Customer Support), Inc. | State of Delaware |
| | (h) TeleTech Health Services Management, Inc. | State of Delaware |
| | (i) TeleTech Customer Care Management (West Virginia), Inc. | State of West Virginia |
| | (j) TeleTech Customer Care Management (New York), Inc. | State of New York |
| 2. | TeleTech International Pty Limited | New South Wales, Australia |
| | (a) TeleTech Limited | New Zealand |
| | (b) High Performance Healthcare Limited | Queensland, Australia |

* Each of the subsidiaries conducts business under its legal corporate name listed above.

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of all our reports (and to all references to our Firm) included in or made a part of this Registration Statement.

/s/ Arthur Andersen LLP

ARTHUR ANDERSEN LLP

Denver, Colorado
October 10, 1996

CONSENT OF INDEPENDENT AUDITORS

As independent public accountants, we hereby consent to the incorporation of our report dated April 13, 1994, with respect to the combined statements of income and cash flows of TeleTech Telecommunications, Inc. and TeleTech Teleservices, Inc. for the eleven months ended December 31, 1993 in the Registration Statement on Form S-1 to be filed by TeleTech Holdings, Inc. with the Securities and Exchange Commission, and to all references to our firm included therein.

/s/ Gumbiner, Savett, Finkel, Fingleson & Rose, Inc.

GUMBINER, SAVETT, FINKEL, FINGLESON & ROSE, INC.
(Formerly Gumbiner, Savett, Friedman & Rose, Inc.)

Santa Monica, California
October 9, 1996

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM the audited consolidated financial statements for the year ended December 31, 1995 and the unaudited consolidated and combined financial statements for the six months ended June 30, 1996 and is qualified in its entirety by reference to such financial statements.

| YEAR | 6-MOS | |
|-------------|-------------|-------------|
| DEC-31-1995 | DEC-31-1995 | DEC-31-1996 |
| | DEC-31-1995 | JUN-30-1996 |
| | 42,304 | 1,327,476 |
| 10,361,213 | | 8,303,961 |
| 9,786,123 | | 27,566,943 |
| 788,907 | | 1,271,631 |
| 0 | | 0 |
| 21,133,647 | | 37,592,674 |
| 9,103,701 | | 27,081,663 |
| 6,059,424 | | 7,837,387 |
| 30,583,326 | | 63,750,719 |
| 9,828,164 | | 30,859,387 |
| 3,589,615 | | 0 |
| 12,867,430 | | 13,289,860 |
| 0 | | 0 |
| 407,000 | | 417,462 |
| 3,383,752 | | 11,330,747 |
| 38,583,326 | | 63,750,719 |
| 50,487,490 | | 56,618,631 |
| 50,487,490 | | 56,618,631 |
| 27,245,961 | | 31,720,505 |
| 45,871,392 | | 50,339,387 |
| (2,948,571) | | 84,566 |
| 0 | | 0 |
| 459,589 | | 459,570 |
| 7,085,080 | | 5,735,108 |
| 2,928,996 | | 2,416,860 |
| 4,156,084 | | 3,318,248 |
| 0 | | 0 |
| 0 | | 0 |
| 0 | | 0 |
| 4,156,084 | | 3,318,248 |
| .08 | | .06 |
| .08 | | .06 |