

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

Form 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2010

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-11919

TeleTech Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

84-1291044
(I.R.S. Employer
Identification No.)

917 South Peoria Street
Englewood, Colorado 80112
(Address of principal executive offices)

Registrant's telephone number, including area code: (303) 397-8100

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 29, 2010, there were 61,489,897 shares of the registrant's common stock outstanding.

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
MARCH 31, 2010 FORM 10-Q
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PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS
TELETECH HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Balance Sheets
(Amounts in thousands, except share amounts)

	March 31, 2010 (Unaudited)	December 31, 2009
ASSETS		
Current assets		
Cash and cash equivalents	\$ 133,898	\$ 109,424
Accounts receivable, net	200,120	216,614
Prepays and other current assets	44,955	45,322
Deferred tax assets, net	2,388	5,911
Income tax receivable	25,148	25,104
Total current assets	<u>406,509</u>	<u>402,375</u>
Long-term assets		
Property, plant and equipment, net	122,438	126,995
Goodwill	45,138	45,250
Contract acquisition costs, net	7,121	8,049
Deferred tax assets, net	37,736	36,527
Other long-term assets	20,487	20,971
Total long-term assets	<u>232,920</u>	<u>237,792</u>
Total assets	<u>\$ 639,429</u>	<u>\$ 640,167</u>
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable	\$ 28,689	\$ 17,625
Accrued employee compensation and benefits	66,393	67,106
Other accrued expenses	21,555	18,481
Income taxes payable	17,885	20,327
Deferred tax liabilities, net	4,264	3,145
Deferred revenue	4,827	13,164
Other current liabilities	4,342	6,118
Total current liabilities	<u>147,955</u>	<u>145,966</u>
Long-term liabilities		
Line of credit	—	—
Negative investment in deconsolidated subsidiary	4,865	4,865
Deferred tax liabilities, net	922	—
Deferred rent	13,297	13,989
Other long-term liabilities	17,208	19,446
Total long-term liabilities	<u>36,292</u>	<u>38,300</u>
Total liabilities	<u>184,247</u>	<u>184,266</u>
Commitments and contingencies (Note 10)		
Stockholders' equity		
Preferred stock — \$0.01 par value; 10,000,000 shares authorized; zero shares outstanding as of March 31, 2010 and December 31, 2009	—	—
Common stock — \$0.01 par value; 150,000,000 shares authorized; 61,488,637 and 62,218,238 shares outstanding as of March 31, 2010 and December 31, 2009, respectively	615	622
Additional paid-in capital	341,815	344,251
Treasury stock at cost: 20,565,808 and 19,836,208 shares as of March 31, 2010 and December 31, 2009, respectively	(266,914)	(251,691)
Accumulated other comprehensive income	14,800	10,513
Retained earnings	360,015	346,728
Non-controlling interest	4,851	5,478
Total stockholders' equity	<u>455,182</u>	<u>455,901</u>
Total liabilities and stockholders' equity	<u>\$ 639,429</u>	<u>\$ 640,167</u>

The accompanying notes are an integral part of these consolidated financial statements.

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statements of Operations
(Amounts in thousands, except per share amounts)
(Unaudited)

	Three Months Ended	
	March 31,	
	2010	2009
Revenue	\$271,526	\$304,030
Operating expenses		
Cost of services (exclusive of depreciation and amortization presented separately below)	194,618	218,842
Selling, general and administrative	43,408	48,515
Depreciation and amortization	12,724	14,062
Restructuring charges, net	1,469	303
Impairment losses	—	1,967
Total operating expenses	252,219	283,689
Income from operations	19,307	20,341
Other income (expense)		
Interest income	574	807
Interest expense	(817)	(843)
Other, net	32	762
Total other income (expense)	(211)	726
Income before income taxes	19,096	21,067
Provision for income taxes	(5,054)	(5,180)
Net income	14,042	15,887
Net income attributable to non-controlling interest	(755)	(824)
Net income attributable to TeleTech shareholders	<u>\$ 13,287</u>	<u>\$ 15,063</u>
Weighted average shares outstanding		
Basic	61,877	63,908
Diluted	63,483	64,300
Net income per share attributable to TeleTech shareholders		
Basic	\$ 0.21	\$ 0.24
Diluted	\$ 0.21	\$ 0.23

The accompanying notes are an integral part of these consolidated financial statements.

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statement of Stockholders' Equity
(Amounts in thousands)
(Unaudited)

	Stockholders' Equity of the Company									
	Preferred Stock		Common Stock		Treasury Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Non-controlling interest	Total Equity
	Shares	Amount	Shares	Amount						
Balance as of December 31, 2009	—	\$ —	62,218	\$622	\$(251,691)	\$344,251	\$10,513	\$346,728	\$ 5,478	\$455,901
Net income	—	—	—	—	—	—	—	13,287	755	14,042
Dividends distributed to non-controlling interest	—	—	—	—	—	—	—	—	(1,260)	(1,260)
Foreign currency translation adjustments	—	—	—	—	—	—	1,578	—	(122)	1,456
Derivatives valuation, net of tax	—	—	—	—	—	—	2,962	—	—	2,962
Vesting of restricted stock units	—	—	267	3	3,398	(5,606)	—	—	—	(2,205)
Exercise of stock options	—	—	74	1	937	(126)	—	—	—	812
Excess tax benefit from equity-based awards	—	—	—	—	—	108	—	—	—	108
Equity-based compensation expense	—	—	—	—	—	3,188	—	—	—	3,188
Purchases of common stock	—	—	(1,070)	(11)	(19,558)	—	—	—	—	(19,569)
Other	—	—	—	—	—	—	(253)	—	—	(253)
Balance as of March 31, 2010	—	\$ —	61,489	\$615	\$(266,914)	\$341,815	\$14,800	\$360,015	\$ 4,851	\$455,182

The accompanying notes are an integral part of these consolidated financial statements.

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(Amount in thousands)
(Unaudited)

	Three Months Ended	
	March 31,	
	2010	2009
Cash flows from operating activities		
Net income	\$ 14,042	\$ 15,887
Adjustment to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	12,724	14,062
Amortization of contract acquisition costs	928	769
Provision for doubtful accounts	304	304
Loss on foreign currency derivatives	60	—
(Gain) loss on disposal of assets	(49)	556
Impairment losses	—	1,967
Deferred income taxes	1,564	(1,160)
Excess tax benefit from equity-based awards	—	(1,746)
Equity-based compensation expense	3,188	3,614
Other	—	(63)
Changes in assets and liabilities:		
Accounts receivable	15,016	9,775
Prepays and other assets	5,668	3,746
Accounts payable and accrued expenses	9,242	2,934
Deferred revenue and other liabilities	(11,255)	3,366
Net cash provided by operating activities	51,432	54,011
Cash flows from investing activities		
Purchases of property, plant and equipment	(6,608)	(8,455)
Net cash used in investing activities	(6,608)	(8,455)
Cash flows from financing activities		
Proceeds from line of credit	215,150	244,510
Payments on line of credit	(215,150)	(278,010)
Payments on capital lease obligations and equipment financing	(951)	(25)
Dividends distributed to non-controlling interest	(1,260)	(900)
Proceeds from exercise of stock options	814	206
Excess tax benefit from equity-based awards	108	—
Purchases of common stock	(19,568)	(2,004)
Net cash used in financing activities	(20,857)	(36,223)
Effect of exchange rate changes on cash and cash equivalents	507	(6,122)
Increases in cash and cash equivalents	24,474	3,211
Cash and cash equivalents, beginning of period	109,424	87,942
Cash and cash equivalents, end of period	\$ 133,898	\$ 91,153
Supplemental disclosures		
Cash paid for interest	\$ 802	\$ 424
Cash paid for income taxes	\$ 1,197	\$ 2,947
Non-cash investing and financing activities		
Acquisition of equipment through installment purchase agreements	\$ 186	\$ 915

The accompanying notes are an integral part of these consolidated financial statements.

**TELETECH HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)**

(1) OVERVIEW AND BASIS OF PRESENTATION

Overview

TeleTech Holdings, Inc. and its subsidiaries (“TeleTech” or the “Company”) serve their clients through the primary businesses of Business Process Outsourcing (“BPO”), which provides outsourced business process, customer management and marketing services for a variety of industries via operations in the U.S., Argentina, Australia, Brazil, Canada, China, Costa Rica, Germany, Malaysia, Mexico, New Zealand, Northern Ireland, the Philippines, Scotland, South Africa and Spain.

Basis of Presentation

The Consolidated Financial Statements are comprised of the accounts of TeleTech, its wholly owned subsidiaries and its 55% equity ownership in Percepta, LLC. On December 22, 2008, as discussed in Note 2, Newgen Results Corporation, a wholly-owned subsidiary of the Company, filed a voluntary petition for liquidation under Chapter 7 in the United States Bankruptcy Court for the District of Delaware. According to the authoritative guidance, the consolidation of a majority-owned subsidiary is precluded where control does not rest with the majority owners. Accordingly, the Company deconsolidated Newgen Results Corporation as of December 22, 2008.

The accompanying unaudited Consolidated Financial Statements do not include all of the disclosures required by accounting principles generally accepted in the U.S. (“GAAP”), pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). The unaudited Consolidated Financial Statements reflect all adjustments which, in the opinion of management, are necessary to present fairly the consolidated financial position of the Company as of March 31, 2010, and the consolidated results of operations of the Company for the three months ended March 31, 2010 and 2009, and the cash flows of the Company for the three months ended March 31, 2010 and 2009. Operating results for the three months ended March 31, 2010 include a \$2.0 million reduction to revenue for disputed service delivery issues which occurred in 2009. Operating results for the three months ended March 31, 2010 are not necessarily indicative of the results that may be expected for the year ending December 31, 2010.

These unaudited Consolidated Financial Statements should be read in conjunction with the Company’s audited Consolidated Financial Statements and footnotes thereto included in the Company’s Annual Report on Form 10–K for the year ended December 31, 2009.

Use of Estimates

The preparation of the Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions in determining the reported amounts of assets and liabilities, disclosure of contingent liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenue and expenses during the reporting period. On an on-going basis, the Company evaluates its estimates including those related to derivatives and hedging activities, income taxes including the valuation allowance for deferred tax assets, valuation of long-lived assets, self-insurance reserves, litigation and restructuring reserves, and allowance for doubtful accounts. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ materially from these estimates under different assumptions or conditions.

Recently Issued Accounting Pronouncements

Effective January 1, 2010, the Company adopted a new financial accounting statement that requires additional disclosures about transfers of financial assets, including securitization transactions, and where companies have continuing exposure to the risks related to the transferred financial assets. The new statement eliminates the concept of a “qualifying special-purpose entity,” changes the requirements for derecognizing financial assets, and requires additional disclosures. The adoption of this standard did not have a material impact on the Company’s results of operations, financial position, or cash flows.

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Effective January 1, 2010, the Company adopted a new financial accounting statement that changes how TeleTech determines when an entity that is insufficiently capitalized or is not controlled through voting or similar rights should be consolidated. The determination of whether TeleTech is required to consolidate an entity is based on, among other things, an entity's purpose and design and TeleTech's ability to direct the activities of the entity that most significantly impact the entity's economic performance. The adoption of this standard did not have a material impact on the Company's results of operations, financial position, or cash flows.

In September 2009, the FASB issued new revenue guidance that requires an entity to apply the relative selling price allocation method in order to estimate a selling price for all units of accounting, including delivered items when vendor-specific objective evidence or acceptable third-party evidence does not exist. The new guidance is effective for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010 and shall be applied on a prospective basis. Earlier application is permitted. The Company expects to adopt this guidance effective January 1, 2011 and does not expect that the new guidance will have a material impact on its results of operations, financial position, or cash flows.

(2) DECONSOLIDATION OF A SUBSIDIARY

On December 22, 2008, Newgen Results Corporation, a wholly-owned subsidiary of the Company, filed a voluntary petition for liquidation under Chapter 7 in the United States Bankruptcy Court for the District of Delaware. According to the authoritative literature, a consolidation of a majority-owned subsidiary is precluded where control does not rest with the majority owners. Under these rules, legal reorganization or bankruptcy represents conditions that can preclude consolidation as control rests with the Bankruptcy Court, rather than the majority owner. Accordingly, the Company deconsolidated Newgen Results Corporation as of December 22, 2008. As a result, the Company has reflected its negative investment of \$4.9 million on the Consolidated Balance Sheets as of March 31, 2010 and December 31, 2009.

(3) SEGMENT INFORMATION

The Company serves its clients through the primary business of BPO services.

The Company's BPO business provides outsourced business process and customer management services for a variety of industries through global delivery centers and represents 100% of total annual revenue. The Company's North American BPO segment is comprised of sales to all clients based in North America (encompassing the U.S. and Canada), while the Company's International BPO is comprised of sales to all clients based in countries outside of North America.

The Company allocates to each segment its portion of corporate operating expenses. All inter-company transactions between the reported segments for the periods presented have been eliminated.

The following tables present certain financial data by segment (amounts in thousands):

	Three Months Ended	
	March 31,	
	2010	2009
Revenue		
North American BPO	\$207,942	\$228,886
International BPO	63,584	75,144
Total	<u>\$271,526</u>	<u>\$304,030</u>
Income (loss) from operations		
North American BPO	\$ 19,788	\$ 25,427
International BPO	(481)	(5,086)
Total	<u>\$ 19,307</u>	<u>\$ 20,341</u>

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

The following table presents revenue based upon the geographic location where the services are provided (amounts in thousands):

	Three Months Ended	
	March 31,	
	2010	2009
Revenue		
United States	\$101,105	\$100,062
Philippines	70,970	78,341
Latin America	48,002	57,064
Europe	27,137	31,411
Canada	14,779	26,244
Asia Pacific / Africa	9,533	10,908
Total	<u>\$271,526</u>	<u>\$304,030</u>

(4) SIGNIFICANT CLIENTS AND OTHER CONCENTRATIONS

The Company did not have any clients that contributed in excess of 10% of total revenue for the three months ended March 31, 2010 or 2009.

The loss of one or more of its significant clients could have a material adverse effect on the Company's business, operating results, or financial condition. The Company does not require collateral from its clients. To limit the Company's credit risk, management performs periodic credit evaluations of its clients and maintains allowances for uncollectible accounts. Although the Company is impacted by economic conditions in various industry segments, management does not believe significant credit risk exists as of March 31, 2010.

(5) GOODWILL

Goodwill consisted of the following (amounts in thousands):

	December 31, 2009	Acquisitions	Impairments	Effect of Foreign Currency	March 31, 2010
North American BPO	\$ 35,885	\$ —	\$ —	\$ —	\$35,885
International BPO	9,365	—	—	(112)	9,253
Total	<u>\$ 45,250</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (112)</u>	<u>\$45,138</u>

The Company performs a goodwill impairment test on at least an annual basis. Application of the goodwill impairment test requires significant judgments including estimation of future cash flows, which is dependent on internal forecasts, estimation of the long-term rate of growth for the businesses, the useful life over which cash flows will occur and determination of the Company's weighted average cost of capital. Changes in these estimates and assumptions could materially affect the determination of fair value and/or conclusions on goodwill impairment for each reporting unit. The Company conducts its annual goodwill impairment test in the fourth quarter each year, or more frequently if indicators of impairment exist. During the quarter ended March 31, 2010, the Company assessed whether any such indicators of impairment exist, and concluded there were no indicators of impairment.

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(6) DERIVATIVES

Cash Flow Hedges

The Company enters into foreign exchange forward and option contracts to reduce its exposure to foreign currency exchange rate fluctuations that are associated with forecasted revenue. Upon proper qualification, these contracts are designated as cash flow hedges. It is the Company's policy to only enter into derivative contracts with investment grade counterparty financial institutions, and correspondingly, the fair value of derivative assets consider, among other factors the creditworthiness of these counterparties. Conversely, the fair value of derivative liabilities reflect the Company's creditworthiness. As of March 31, 2010, the Company has not experienced, nor does it anticipate any issues related to derivative counterparty defaults. The following table summarizes the aggregate unrealized net gain or loss in Accumulated Other Comprehensive Income for the three months ended March 31, 2010 and 2009 (amounts in thousands and net of tax):

	Three Months Ended March 31,	
	2010	2009
Aggregate unrealized net gain (loss) at beginning of year	\$ 4,468	\$(21,180)
Net gain/(loss) from change in fair value of cash flow hedges	3,889	(1,724)
Net (gain)/loss reclassified to earnings from effective hedges	(927)	4,763
Aggregate unrealized net gain (loss) at end of period	\$ 7,430	\$(18,141)

The Company's cash flow hedging instruments as of March 31, 2010 and December 31, 2009 are summarized as follows (amounts in thousands). All hedging instruments are forward contracts, except as noted.

	Local Currency Notional Amount	U.S. Dollar Notional Amount	% Maturing in the Next 12 Months	Contracts Maturing Through
As of March 31, 2010				
Canadian Dollar	10,800	\$ 8,749	50.0%	December 2011
Canadian Dollar Call Options	14,300	12,750	100.0%	December 2010
Philippine Peso	7,183,000	149,819 ⁽¹⁾	69.6%	December 2012
Argentine Peso	39,600	9,868 ⁽²⁾	100.0%	December 2010
Mexican Peso	509,500	35,877	78.6%	December 2011
British Pound Sterling	7,956	12,541 ⁽³⁾	66.1%	December 2011
		\$ 229,604		
As of December 31, 2009				
Canadian Dollar	14,400	\$ 11,782		
Canadian Dollar Call Options	19,400	17,301		
Philippine Peso	4,615,000	96,354 ⁽¹⁾		
Argentine Peso	9,000	2,454		
Mexican Peso	491,500	34,880		
South African Rand	23,000	2,081		
British Pound Sterling	3,876	6,565 ⁽³⁾		
		\$ 171,417		

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

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- (1) Includes contracts to purchase Philippine pesos in exchange for New Zealand dollars, Australian dollars and, in 2009 only, British pound sterling, which are translated into equivalent U.S. dollars on March 31, 2010 and December 31, 2009.
 - (2) Includes contracts to purchase Argentine pesos in exchange for Euros, which were translated into equivalent U.S. dollars on March 31, 2010.
 - (3) Includes contracts to purchase British pound sterling in exchange for Euros, which are translated into equivalent U.S. dollars on March 31, 2010 and December 31, 2009.

Hedge of Net Investment

In 2008, the Company entered into a foreign exchange forward contract to hedge its net investment in a foreign operation which was settled in May 2009. Changes in fair value of the Company's net investment hedge were recorded in the cumulative translation adjustment in Accumulated Other Comprehensive Income on the Consolidated Balance Sheets offsetting the change in the cumulative translation adjustment attributable to the hedged portion of the Company's net investment in the foreign operation. Gains and losses from the settlements of the Company's net investment hedge remain in Accumulated Other Comprehensive Income until partial or complete liquidation of the applicable net investment. A loss of \$1.2 million from the settlements of net investment hedges is recorded in Accumulated Other Comprehensive Income as of March 31, 2010.

Fair Value Hedges

The Company enters into foreign exchange forward contracts to hedge against translation gains and losses on certain assets and liabilities of the Company's foreign operations. Changes in the fair value of derivative instruments designated as fair value hedges, as well as the offsetting gain or loss on the hedged asset or liability, are recognized in earnings in the same line item, Other, net. As of March 31, 2010, the total notional amount of the Company's forward contracts used as fair value hedges was \$38.8 million.

Embedded Derivatives

In addition to hedging activities, the Company's foreign subsidiary in Argentina is party to U.S. dollar denominated lease contracts which the Company has determined contain embedded derivatives. As such, the Company bifurcates the embedded derivative features of the lease contracts and values these features as foreign currency derivatives.

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Derivative Valuation and Settlements

The Company's derivatives as of March 31, 2010 and December 31, 2009 were as follows (amounts in thousands):

Derivative contracts:	March 31, 2010				
	Designated as hedging instruments		Not designated as hedging instruments		
	Foreign Exchange	Foreign Exchange	Foreign Exchange	Foreign Exchange	Leases
Derivative classification:	Cash Flow	Net Investment	Option and Forward Contracts	Fair Value	Embedded Derivative
Fair value and location of derivative in the Consolidated Balance Sheet:					
Prepays and other current assets	\$10,719	\$ —	\$ 46	\$ 44	\$ —
Other long-term assets	2,655	—	—	—	—
Other current liabilities	(530)	—	—	(21)	(101)
Other long-term liabilities	(52)	—	—	—	(160)
Total fair value of derivatives, net	\$12,792	\$ —	\$ 46	\$ 23	\$ (261)

Derivative contracts:	December 31, 2009				
	Designated as hedging instruments		Not designated as hedging instruments		
	Foreign Exchange	Foreign Exchange	Foreign Exchange	Foreign Exchange	Leases
Derivative classification:	Cash Flow	Net Investment	Option and Forward Contracts	Fair Value	Embedded Derivative
Fair value and location of derivative in the Consolidated Balance Sheet:					
Prepays and other current assets	\$ 8,022	\$ —	\$ 42	\$ 29	\$ —
Other long-term assets	1,996	—	—	—	—
Other current liabilities	(1,884)	—	—	(137)	(139)
Other long-term liabilities	(30)	—	—	—	(230)
Total fair value of derivatives, net	\$ 8,104	\$ —	\$ 42	\$ (108)	\$ (369)

The effect of derivative instruments on the Consolidated Statements of Operations for the three months ended March 31, 2010 and 2009 were as follows (amounts in thousands):

Derivative contracts:	Three Months Ended March 31,			
	2010		2009	
	Designated as hedging instruments		Designated as hedging instruments	
Derivative classification:	Foreign Exchange		Foreign Exchange	
	Cash Flow	Net Investment	Cash Flow	Net Investment
Amount of gain or (loss) recognized in other comprehensive income — effective portion, net of tax:	\$3,889	\$—	\$(1,724)	\$(50)
Amount and location of net gain or (loss) reclassified from accumulated OCI to income — effective portion:				
Revenue	\$1,520	\$—	\$(7,808)	\$ —
Amount and location of net gain or (loss) reclassified from accumulated OCI to income — ineffective portion and amount excluded from effectiveness testing:				
Revenue	\$ —	\$—	\$ (35)	\$ —

Derivative contracts:	Three Months Ended March 31,					
	2010			2009		
	Not designated as hedging instruments		Leases	Not designated as hedging instruments		Leases
Derivative classification:	Option and Forward Contracts	Fair Value	Embedded Derivative	Option and Forward Contracts	Fair Value	Embedded Derivative
Amount and location of net gain or (loss) recognized in the Consolidated Statement of Operations:						
Costs of services	\$—	\$ —	\$107	\$—	\$ —	\$261
Other, net	\$ 4	\$1,136	\$ —	\$—	\$374	\$ —

TELETECH HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(7) FAIR VALUE

The authoritative guidance for fair value measurements establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This hierarchy requires that the Company maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets, similar assets and liabilities in markets that are not active or can be corroborated by observable market data.
- Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The following presents information as of March 31, 2010 and December 31, 2009 of the Company's assets and liabilities required to be measured at fair value on a recurring basis, as well as the fair value hierarchy used to determine their fair value.

Accounts Receivable and Payable — The amounts recorded in the accompanying balance sheets approximate fair value because of their short-term nature.

Debt — The Company's debt is reflected in the accompanying balance sheets at amortized cost. Debt consists primarily of the Company's Credit Facility, which permits floating-rate borrowings based upon the current Prime Rate or LIBOR plus a credit spread as determined by the Company's leverage ratio calculation (as defined in the Credit Facility agreement). As of March 31, 2010 and December 31, 2009, the Company had no borrowings outstanding under the Company's Credit Facility. Based upon average outstanding borrowings during the first quarter of 2010, the Company's average borrowing rate was approximately 1.4% per annum.

Derivatives — Net derivative assets (liabilities) measured at fair value on a recurring basis included the following as of March 31, 2010 and December 31, 2009 (amounts in thousands):

As of March 31, 2010

	Fair Value Measurements Using			At Fair Value
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Cash flow hedges	\$ —	\$ 12,792	\$ —	\$ 12,792
Fair value hedges	—	23	—	23
Embedded derivatives	—	(261)	—	(261)
Option and forward contracts	—	46	—	46
Total net derivative asset (liability)	<u>\$ —</u>	<u>\$ 12,600</u>	<u>\$ —</u>	<u>\$ 12,600</u>

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As of December 31, 2009

	Fair Value Measurements Using			At Fair Value
	Quoted Prices in Active Markets for Identical Assets	Significant Other Observable Inputs	Significant Unobservable Inputs	
	(Level 1)	(Level 2)	(Level 3)	
Cash flow hedges	\$ —	\$ 8,104	\$ —	\$ 8,104
Fair value hedges	—	(108)	—	(108)
Embedded derivatives	—	(369)	—	(369)
Option and forward contracts	—	42	—	42
Total net derivative asset (liability)	\$ —	\$ 7,669	\$ —	\$ 7,669

The portfolio is valued using models based on market observable inputs, including both forward and spot foreign exchange rates, implied volatility, and counterparty credit risk, including the ability of each party to execute its obligations under the contract. As of March 31, 2010, credit risk did not materially change the fair value of the Company's foreign currency forward and option contracts.

Money Market Investments — The Company invests in various well-diversified money market funds which are managed by financial institutions. These money market funds are not publicly traded, but have historically been highly liquid. The value of the money market funds is determined by the banks based upon the funds' net asset values ("NAV"). All of the money market funds currently permit daily investments and redemptions at a \$1.00 NAV.

Deferred Compensation Plan — The Company maintains a non-qualified deferred compensation plan structured as a Rabbi trust for certain eligible employees. Participants in the deferred compensation plan select from a menu of phantom investment options for their deferral dollars offered by the Company each year, which are based upon changes in value of complementary, defined market investments. The deferred compensation liability represents the combined values of market investments against which participant accounts are tracked.

The following is a summary of the Company's fair value measurements as of March 31, 2010 and December 31, 2009 (amounts in thousands):

As of March 31, 2010

	Fair Value Measurements Using		
	Quoted Prices in Active Markets for Identical Assets	Significant Other Observable Inputs	Significant Unobservable Inputs
	(Level 1)	(Level 2)	(Level 3)
Assets			
Money market investments	\$ —	\$ 25,201	\$ —
Derivative instruments, net	—	12,600	—
Total assets	\$ —	\$ 37,801	\$ —
Liabilities		\$	
Deferred compensation plan liability	\$ —	\$ (3,516)	\$ —
Total liabilities	\$ —	\$ (3,516)	\$ —

As of December 31, 2009

	Fair Value Measurements Using		
	Quoted Prices in Active Markets for Identical Assets	Significant Other Observable Inputs	Significant Unobservable Inputs
	(Level 1)	(Level 2)	(Level 3)
Assets			
Money market investments	\$ —	\$ —	\$ —
Derivative instruments, net	—	7,669	—
Total assets	\$ —	\$ 7,669	\$ —
Liabilities			
Deferred compensation plan liability	\$ —	\$ (3,399)	\$ —
Total liabilities	\$ —	\$ (3,399)	\$ —

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During the three months ended March 31, 2009, the Company determined that \$0.7 million of previously recorded restructuring expense would be reimbursed from the primary client in the delivery centers being closed, and \$0.4 million previously recorded would not be paid; these amounts were reversed against restructuring charge expenses as indicated as a revision of prior estimates in the table above.

A roll-forward of the activity in the Company's restructuring accruals is as follows (amounts in thousands):

	<u>Closure of Delivery Centers</u>	<u>Reduction in Force</u>	<u>Total</u>
Balance as of December 31, 2009	\$ 375	\$ 13	\$ 388
Expense	—	1,474	1,474
Payments	—	(133)	(133)
Reversals	—	(5)	(5)
Balance as of March 31, 2010	<u>\$ 375</u>	<u>\$ 1,349</u>	<u>\$ 1,724</u>

Of the remaining accrued costs, \$1.3 million are expected to be paid during 2010, with the remainder to be paid thereafter.

Impairment Losses

The Company had no impairment charges for the three months ended March 31, 2010.

For the three months ended March 31, 2009, the Company recognized impairment losses of \$2.0 million related to the abandonment of certain leasehold improvement assets in an International BPO facility.

(10) COMMITMENTS AND CONTINGENCIES

Letters of Credit

As of March 31, 2010, outstanding letters of credit and other performance guarantees totaled approximately \$5.0 million, which primarily guarantee workers' compensation and other insurance related obligations.

Guarantees

The Company's Credit Facility is guaranteed by a majority of the Company's domestic subsidiaries.

On March 31, 2010, the Company sold a corporate aircraft that was financed under a synthetic operating lease. Accordingly, the Company elected to exercise its purchase option rights under the lease for a specified amount. Simultaneous with the purchase, the Company sold the aircraft to an unrelated third-party. The proceeds from the aircraft sale were used to satisfy the lease obligations and other sales-related expenses, with the Company realizing a net gain of approximately \$137,000, which is recorded in Other income in the Consolidated Statements of Operations.

Legal Proceedings

From time to time, we have been involved in claims and lawsuits, both as plaintiff and defendant, which arise in the ordinary course of business. Accruals for claims or lawsuits have been provided for to the extent that losses are deemed both probable and estimable. Although the ultimate outcome of these claims or lawsuits cannot be ascertained, on the basis of present information and advice received from counsel, we believe that the disposition or ultimate resolution of such claims or lawsuits will not have a material adverse effect on our financial position, cash flows or results of operations.

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Securities Class Action

On January 25, 2008, a class action lawsuit was filed in the United States District Court for the Southern District of New York entitled *Beasley v. TeleTech Holdings, Inc., et al.* against TeleTech, certain current directors and officers and others alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act, Section 10(b) of the Securities Exchange Act and Rule 10b-5 promulgated thereunder and Section 20(a) of the Securities Exchange Act. The complaint alleges, among other things, false and misleading statements in the Registration Statement and Prospectus in connection with (i) a March 2007 secondary offering of common stock and (ii) various disclosures made and periodic reports filed by the Company between February 8, 2007 and November 8, 2007. On February 25, 2008, a second nearly identical class action complaint, entitled *Brown v. TeleTech Holdings, Inc., et al.*, was filed in the same court. On May 19, 2008, the actions described above were consolidated under the caption *In re: TeleTech Litigation* and lead plaintiff and lead counsel were approved. On October 21, 2009, the Company and the other named defendants executed a stipulation of settlement with the lead plaintiffs to settle the consolidated class action lawsuit. The United States District Court for the Southern District of New York has preliminarily approved the settlement and has set a hearing on final approval on June 11, 2010. The Company paid \$225,000 of the total settlement amount, which had been included in Other accrued expenses in the Consolidated Balance Sheet at December 31, 2009, and the rest of the settlement amount will be covered by the Company's insurance carriers.

Derivative Action

On July 28, 2008, a shareholder derivative action was filed in the Court of Chancery, State of Delaware, entitled *Susan M. Gregory v. Kenneth D. Tuchman, et al.*, against certain of TeleTech's former and current officers and directors alleging, among other things, that the individual defendants breached their fiduciary duties and were unjustly enriched in connection with: (i) equity grants made in excess of plan limits; and (ii) manipulating the grant dates of stock option grants from 1999 through 2008. TeleTech is named solely as a nominal defendant against whom no recovery is sought. On October 26, 2009, the Company and other defendants in the derivative action executed a stipulation of settlement with the lead plaintiffs to settle the derivative action. On January 5, 2010, the Court of Chancery, State of Delaware issued final approval of the settlement. The total amount to be paid under the approved settlement will be covered by the Company's insurance carriers.

(11) COMPREHENSIVE INCOME

The following table sets forth comprehensive income (loss) for the periods indicated (amounts in thousands):

	Three Months Ended	
	March 31,	
	2010	2009
Net income	\$ 14,042	\$ 15,887
Foreign currency translation adjustment	1,456	(7,513)
Derivatives valuation, net of tax	2,962	3,039
Other	(253)	—
Total comprehensive income	\$ 18,207	\$ 11,413
Comprehensive income attributable to non-controlling interest	(633)	(765)
Comprehensive income attributable to TeleTech	<u>\$ 17,574</u>	<u>\$ 10,648</u>

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The following table reconciles equity attributable to noncontrolling interest (amounts in thousands):

	Three Months Ended March 31,	
	2010	2009
Noncontrolling interest, January 1	\$ 5,478	\$ 5,011
Net income attributable to noncontrolling interest	755	824
Dividends distributed to noncontrolling interest	(1,260)	(900)
Foreign currency translation adjustments	(122)	(59)
Noncontrolling interest, March 31	<u>\$ 4,851</u>	<u>\$ 4,876</u>

(12) NET INCOME PER SHARE

The following table sets forth the computation of basic and diluted shares for the periods indicated (amounts in thousands):

	Three Months Ended March 31,	
	2010	2009
Shares used in basic earnings per share calculation	61,877	63,908
Effect of dilutive securities:		
Stock options	1,011	202
Restricted stock units	595	190
Total effects of dilutive securities	<u>1,606</u>	<u>392</u>
Shares used in dilutive earnings per share calculation	<u>63,483</u>	<u>64,300</u>

For the three months ended March 31, 2010 and 2009, options to purchase 0.2 million and 2.7 million shares of common stock, respectively, were outstanding, but not included in the computation of diluted net income per share because the effect would have been anti-dilutive. For the three months ended March 31, 2010 and 2009, restricted stock units ("RSUs") of 0.7 million and 1.0 million, respectively, were outstanding, but not included in the computation of diluted net income per share because the effect would have been anti-dilutive.

(13) EQUITY-BASED COMPENSATION PLANS

All equity-based payments to employees are recognized in the Consolidated Statements of Operations at the fair value of the award on the grant date. The fair values of all stock options granted by the Company are estimated on the date of grant using the Black-Scholes-Merton Model.

Stock Options

As of March 31, 2010, there was approximately \$0.2 million of total unrecognized compensation cost (including the impact of expected forfeitures) related to vested option arrangements granted under the Company's equity plans. The Company recognizes compensation expense straight-line over the vesting term of the option grant. The Company recognized compensation expense related to stock options of \$0.1 million and \$1.0 million for the three months ended March 31, 2010 and 2009, respectively.

Restricted Stock Unit Grants

During the three months ended March 31, 2010 and 2009, the Company granted 1,008,500 and 815,000 RSUs, respectively, to new and existing employees, which vest in equal installments over four years. The Company recognized compensation expense related to RSUs of \$3.1 million and \$2.6 million for the three months ended March 31, 2010 and 2009, respectively. As of March 31, 2010, there was approximately \$38.8 million of total unrecognized compensation cost (including the impact of expected forfeitures) related to RSUs granted under the Company's equity plans.

**TELETECH HOLDINGS, INC. AND SUBSIDIARIES
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As of March 31, 2010 and 2009, the Company had performance-based RSUs outstanding that vest based on the Company achieving specified operating income performance targets. The Company determined that it was not probable these performance targets would be met; therefore no expense was recognized for the three months ended March 31, 2010 or 2009. The Company did not achieve the operating income performance targets in 2009, thus the performance RSUs associated with the 2009 targets, were cancelled.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

The following discussion and analysis should be read in conjunction with our Annual Report on Form 10—K for the year ended December 31, 2009. Except for historical information, the discussion below contains certain forward—looking statements that involve risks and uncertainties. The projections and statements contained in these forward—looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward—looking statements.

All statements not based on historical fact are forward—looking statements that involve substantial risks and uncertainties. In accordance with the Private Securities Litigation Reform Act of 1995, the following are important factors that could cause our actual results to differ materially from those expressed or implied by such forward—looking statements, including but not limited to the following: achieving estimated revenue from new, renewed and expanded client business as volumes may not materialize as forecasted, especially due to the global economic slowdown; achieving profit improvement in our International Business Process Outsourcing (“BPO”) operations; the ability to close and ramp new business opportunities that are currently being pursued or that are in the final stages with existing and/or potential clients; our ability to execute our growth plans, including sales of new products; the possibility of lower revenue or price pressure from our clients experiencing a business downturn or merger in their business; greater than anticipated competition in the BPO services market, causing adverse pricing and more stringent contractual terms; risks associated with losing or not renewing client relationships, particularly large client agreements, or early termination of a client agreement; the risk of losing clients due to consolidation in the industries we serve; consumers' concerns or adverse publicity regarding our clients' products; our ability to find cost effective locations, obtain favorable lease terms and build or retrofit facilities in a timely and economic manner; risks associated with business interruption due to weather, fires, pandemic, or terrorist—related events; risks associated with attracting and retaining cost—effective labor at our delivery centers; the possibility of asset impairments and restructuring charges; risks associated with changes in foreign currency exchange rates; economic or political changes affecting the countries in which we operate; changes in accounting policies and practices promulgated by standard setting bodies; and new legislation or government regulation that adversely impacts our tax obligations, health care costs or the BPO and customer management industry.

This list is intended to identify some of the principal factors that could cause actual results to differ materially from those described in the forward-looking statements included elsewhere in this report. These factors are not intended to represent a complete list of all risks and uncertainties inherent in our business and should be read in conjunction with the more detailed cautionary statements included in our 2009 Annual Report on Form 10-K under the caption Item 1A. “Risk Factors,” in our other Securities and Exchange Commission filings and in our press releases.

Executive Summary

TeleTech is one of the largest and most geographically diverse global providers of onshore, offshore and work from home BPO services focusing on revenue generation, customer and enterprise management, and technology enabled solutions. We have a 28-year history of designing, implementing and managing critical business processes for Global 1000 companies to help them improve their customers' experience, enhance their strategic capabilities and increase their operating efficiencies. By delivering a high-quality customer experience through the effective integration of customer-facing, front-office processes with internal back-office processes, we enable our clients to better serve, grow and retain their customer base. We have developed deep vertical industry expertise and support more than 270 BPO programs serving approximately 90 global clients in the automotive, broadband, cable, financial services, government, healthcare, logistics, media and entertainment, retail, technology, travel, wireline and wireless communication industries.

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As globalization of the world's economy continues to accelerate, businesses are increasingly competing on a large-scale basis due to rapid advances in technology and telecommunications that permit cost-effective real-time global communications and ready access to a highly skilled worldwide labor force. As a result of these developments, we believe that companies have increasingly outsourced business processes to third-party providers in an effort to enhance or maintain their competitive position while increasing shareholder value through improved productivity and profitability.

Revenue in 2010 decreased over the prior year due primarily to the global economic slowdown resulting in a decline in our current call volumes and delayed client purchasing decisions. In addition, the continued migration of several of our clients to our offshore delivery centers, along with our proactive management of underperforming business and geographies out of our portfolio has also impacted our revenue.

Nevertheless, we believe that our revenue will grow over the long-term as global demand for our services is fueled by the following trends:

- *Focus on providers who can offer fully integrated revenue generation solutions.* A focus on providers who can offer fully integrated revenue generation solutions to target new markets and improve revenue and profitability through customer acquisition, retention and growth by leveraging the profitability potential of each customer.
- *Integration of front- and back-office business processes to provide increased operating efficiencies and an enhanced customer experience especially in light of the weakening global economic environment.* Companies have realized that integrated business processes reduce operating costs and allow customer needs to be met more quickly and efficiently resulting in higher customer satisfaction and brand loyalty thereby improving their competitive position. A majority of our historic revenue has been derived from providing customer-facing front-office solutions to our clients. Given that our global delivery centers are also fully capable of providing back-office solutions, we are uniquely positioned to grow our revenue by winning more back-office opportunities and providing the services during non-peak hours with minimal incremental investment. Furthermore, by spreading our fixed costs across a larger revenue base and increasing our asset utilization, we expect our profitability to improve over time.
- *Increasing percentage of company operations being outsourced to most capable third-party providers.* Having experienced success with outsourcing a portion of their business processes, companies are increasingly inclined to outsource a larger percentage of this work. We believe companies will continue to consolidate their business processes with third-party providers, such as TeleTech, who are financially stable and able to invest in their business while also demonstrating an extensive global operating history and an ability to cost effectively scale to meet their evolving needs.
- *Increasing adoption of outsourcing across broader groups of industries.* Early adopters of the business process outsourcing trend, such as the media and communications industries, are being joined by companies in other industries, including healthcare, retail and financial services. These companies are beginning to adopt outsourcing to improve their business processes and competitiveness. For example, we see increasing interest in our services for companies in the healthcare, retail and financial services industries. We believe the number of other industries that will adopt or increase their level of outsourcing will continue to grow, further enabling us to increase and diversify our revenue and client base.

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- *Focus on speed-to-market by companies launching new products or entering new geographic locations.* As companies broaden their product offerings and seek to enter new emerging markets, they are looking for outsourcing providers that can provide speed-to-market while reducing their capital and operating risk. To achieve these benefits, companies are seeking BPO providers with an extensive operating history, an established global footprint, the financial strength to invest in innovation to deliver more strategic capabilities and the ability to scale and meet customer demands quickly. Given our financial stability, geographic presence in 16 countries and our significant investment in standardized technology and processes, we believe that clients select TeleTech because we can quickly ramp large, complex business processes around the globe in a short period of time while assuring a high-quality experience for our clients' customers.

Our Future Growth Goals and Strategy

Our objective is to become the world's largest, most technologically advanced and innovative provider of onshore, offshore and work from home BPO solutions. Companies within the Global 1000 are our primary client targets due to their size, global nature, focus on outsourcing and desire for the global, scalable integrated process solutions that we offer. We have developed, and continue to invest in, a broad set of capabilities designed to serve this growing client need. These investments include our TeleTech@Home offering which allows our employees to serve clients from their homes. This capability has enhanced the flexibility of our offering allowing clients to choose our onshore, offshore or work from home employees to meet their outsourced business process needs. In addition, we have begun to offer 'hosted services' where clients can license any aspect of our global network and proprietary applications. While the revenue from these offerings is small relative to our consolidated revenue, we believe it will continue to grow as these services become more widely adopted by our clients. We aim to further improve our competitive position by investing in a growing suite of new and innovative business process services across our targeted industries.

Our business strategy to increase revenue, profitability and our industry position includes the following elements:

- Capitalize on the favorable trends in the global outsourcing environment, which we believe will include more companies that want to:
 - Adopt or increase BPO services;
 - Consolidate outsourcing providers with those that have a solid financial position, adequate capital resources to sustain a long-term relationship and globally diverse delivery capabilities across a broad range of solutions;
 - Modify their approach to outsourcing based on total value delivered versus the lowest priced provider;
 - Create focused revenue generation capabilities in targeted market segments;
 - Better integrate front- and back-office processes; and
 - Take advantage of cost efficiencies through the adoption of cloud based technology solutions.
- Deepen and broaden our relationships with existing clients;
- Win business with new clients and focus on end-to-end offerings in targeted industries where we expect accelerating adoption of business process outsourcing;
- Continue to invest in innovative proprietary technology and new business offerings;
- Continue to diversify revenue into higher-margin offerings such as professional services, talent acquisition, learning services and our hosted TeleTech OnDemand™ capabilities;

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- Continue to improve our operating margins through selected profit improvement initiatives and increased asset utilization of our globally diverse delivery centers; and
- Selectively pursue acquisitions that extend our capabilities, geographic reach and/or industry expertise.

Our First Quarter 2010 Financial Results

In 2010, our first quarter revenue decreased 10.7% to \$271.5 million over the year-ago period, which included an increase of 6.7% or \$20.3 million due to fluctuations in foreign currency rates. Our first quarter 2010 income from operations decreased 5.1% to \$19.3 million or 7.1% of revenue from \$20.3 million or 6.7% of revenue in the year-ago period. This revenue decrease was due to a decline in existing client volumes from the impact of the global recessionary economic environment and the continued migration of several of our clients to our offshore delivery centers along with our proactive management of underperforming business and geographies out of our portfolio. Income from operations for the first quarter of 2010 and 2009 included \$1.5 million and \$2.3 million of restructuring charges and asset impairment, respectively.

Our offshore delivery centers serve clients based both in North America and in other countries. Our offshore delivery capacity spans seven countries with approximately 24,500 workstations and currently represents 70% of our global delivery capabilities. Revenue in these offshore locations was \$123.2 million and represented 45% of our total revenue for the first quarter of 2010.

Our strong financial position due to our cash flow from operations and low debt levels allowed us to finance a significant portion of our capital needs and stock repurchases through internally generated cash flows. At March 31, 2010, we had \$133.9 million of cash and cash equivalents and a total debt to total capitalization ratio of 1.5%.

Business Overview

Our BPO business provides outsourced business process and customer management services for a variety of industries through global delivery centers. Our North American BPO segment is comprised of sales to all clients based in North America (encompassing the U.S. and Canada), while our International BPO is comprised of sales to all clients based in all countries outside of North America.

BPO Services

The BPO business generates revenue based primarily on the amount of time our associates devote to a client's program. We primarily focus on large global corporations in the following industries: automotive, broadband, cable, financial services, government, healthcare, logistics, media and entertainment, retail, technology, travel and wireline and wireless telecommunications. Revenue is recognized as services are provided. The majority of our revenue is from multi-year contracts and we expect this trend to continue. However, we do provide certain client programs on a short-term basis.

We have historically experienced annual attrition of existing client programs of approximately 6% to 12% of our revenue. Attrition of existing client programs during the first three months of 2010 was 8%.

The BPO industry is highly competitive. We compete primarily with the in-house business processing operations of our current and potential clients. We also compete with certain third-party BPO providers. Our ability to sell our existing services or gain acceptance for new products or services is challenged by the competitive nature of the industry. There can be no assurance that we will be able to sell services to new clients, renew relationships with existing clients, or gain client acceptance of our new products.

Our ability to renew or enter into new multi-year contracts, particularly large complex opportunities, is dependent upon the macroeconomic environment in general and the specific industry environments in which our clients operate. A continued weakening of the U.S. or the global economy could lengthen sales cycles or cause delays in closing new business opportunities.

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Our potential clients typically obtain bids from multiple vendors and evaluate many factors in selecting a service provider, including, among other factors, the scope of services offered, the service record of the vendor and price. We generally price our bids with a long-term view of profitability and, accordingly, we consider all of our fixed and variable costs in developing our bids. We believe that our competitors, at times, may bid business based upon a short-term view, as opposed to our longer-term view, resulting in a lower price bid. While we believe that our clients' perceptions of the value we provide results in our being successful in certain competitive bid situations, there are often situations where a potential client may prefer a lower cost.

Our industry is labor intensive and the majority of our operating costs relate to wages, employee benefits and employment taxes. An improvement in the local or global economies where our delivery centers are located could lead to increased labor related costs. In addition, our industry experiences high personnel turnover, and the length of training time required to implement new programs continues to increase due to increased complexities of our clients' businesses. This may create challenges if we obtain several significant new clients or implement several new, large scale programs and need to recruit, hire and train qualified personnel at an accelerated rate.

To some extent our profitability is influenced by the number of new client programs entered into within the period. For new programs we defer revenue related to initial training ("Training Revenue") when training is billed as a separate component from production rates. Consequently, the corresponding training costs associated with this revenue, consisting primarily of labor and related expenses ("Training Costs"), are also deferred. In these circumstances, both the Training Revenue and Training Costs are amortized straight-line over the life of the contract. In situations where Training Revenue is not billed separately, but rather included in the production rates, there is no deferral as all revenue is recognized over the life of the contract and the associated training expenses are expensed as incurred. As of March 31, 2010, we had deferred start-up Training Revenue, net of Training Costs, of \$4.6 million that will be recognized into our income from operations over the remaining life of the corresponding contracts (\$3.0 million will be recognized within the next 12 months).

We may have difficulties managing the timeliness of launching new or expanded client programs and the associated internal allocation of personnel and resources. This could cause slower than anticipated revenue growth and/or higher than expected costs primarily related to hiring, training and retaining the required workforce, either of which could adversely affect our operating results.

Quarterly, we review our capacity utilization and projected demand for future capacity. In conjunction with these reviews, we may decide to consolidate or close under-performing delivery centers, including those impacted by the loss of a client program, in order to maintain or improve targeted utilization and margins. In addition, because clients may request that we serve their customers from international delivery centers with lower prevailing labor rates, in the future, we may decide to close one or more of our delivery centers, even though it is generating positive cash flow, because we believe that the future profits from conducting such work outside the current delivery center may more than compensate for the one-time charges related to closing the facility.

Our profitability is influenced by our ability to increase capacity utilization in our delivery centers. We attempt to minimize the financial impact resulting from idle capacity when planning the development and opening of new delivery centers or the expansion of existing delivery centers. As such, management considers numerous factors that affect capacity utilization, including anticipated expirations, reductions, terminations, or expansions of existing programs and the potential size and timing of new client contracts that we expect to obtain.

We continue to win new business with both new and existing clients. To respond more rapidly to changing market demands, to implement new programs and to expand existing programs, we may be required to commit to additional capacity prior to the contracting of additional business, which may result in idle capacity. This is largely due to the significant time required to negotiate and execute large, complex BPO client contracts and the difficulty of predicting specifically when new programs will launch.

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We internally target capacity utilization in our delivery centers at 80% to 90% of our available workstations. As of March 31, 2010, the overall capacity utilization in our multi—client delivery centers was 68% and was lower than the prior year due to reduced existing client volumes in light of the continued weak economic environment. The table below presents workstation data for our multi—client delivery centers as of March 31, 2010 and 2009. Dedicated and managed delivery centers (3,189 and 8,565 workstations as of March 31, 2010 and 2009, respectively) are excluded from the workstation data as unused workstations in these facilities are not available for sale. Our utilization percentage is defined as the total number of utilized production workstations compared to the total number of available production workstations. We may change the designation of shared or dedicated delivery centers based on the normal changes in our business environment and client needs.

	March 31, 2010			March 31, 2009		
	Total Production Workstations	In Use	% In Use	Total Production Workstations	In Use	% In Use
Multi-client centers						
Sites open <1 year	181	89	49%	4,748	2,438	51%
Sites open >1 year	<u>31,332</u>	<u>21,389</u>	<u>68%</u>	<u>24,478</u>	<u>18,374</u>	<u>75%</u>
Total multi-client centers	<u>31,513</u>	<u>21,478</u>	<u>68%</u>	<u>29,226</u>	<u>20,812</u>	<u>71%</u>

We continue to see demand from all geographic regions to utilize our offshore delivery capabilities and expect this trend to continue with our clients. In light of this trend, we plan to continue to selectively expand into new offshore markets. As we grow our offshore delivery capabilities and our exposure to foreign currency fluctuations increase, we continue to actively manage this risk via a multi-currency hedging program designed to minimize operating margin volatility.

Recently Issued Accounting Pronouncements

Refer to Note 1 to the Consolidated Financial Statements for a discussion of recently issued accounting pronouncements.

Critical Accounting Policies and Estimates

Management's Discussion and Analysis of its financial condition and results of operations are based upon our Consolidated Financial Statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses as well as the disclosure of contingent assets and liabilities. We regularly review our estimates and assumptions. These estimates and assumptions, which are based upon historical experience and on various other factors believed to be reasonable under the circumstances, form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Reported amounts and disclosures may have been different had management used different estimates and assumptions or if different conditions had occurred in the periods presented. Below is a discussion of the policies that we believe may involve a high degree of judgment and complexity.

Revenue Recognition

For each client arrangement, we determine whether evidence of an arrangement exists, delivery of our service has occurred, the fee is fixed or determinable and collection is reasonably assured. If all criteria are met, we recognize revenue at the time services are performed. If any of these criteria are not met, revenue recognition is deferred until such time as all of the criteria are met.

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Our BPO segments recognize revenue under three models:

Production Rate — Revenue is recognized based on the billable time or transactions of each associate, as defined in the client contract. The rate per billable time or transaction is based on a pre-determined contractual rate. This contractual rate can fluctuate based on our performance against certain pre-determined criteria related to quality and performance.

Performance-Based — Under performance-based arrangements, we are paid by our clients based on the achievement of certain levels of sales or other client-determined criteria specified in the client contract. We recognize performance-based revenue by measuring our actual results against the performance criteria specified in the contracts. Amounts collected from clients prior to the performance of services are recorded as deferred revenue, which is recorded in Other Short-Term Liabilities or Other Current Liabilities in the accompanying Consolidated Balance Sheets.

Hybrid — Hybrid models include production rate and performance-based elements. For these types of arrangements, we allocate revenue to the elements based on the relative fair value of each element. Revenue for each element is recognized based on the methods described above.

Certain client programs provide for adjustments to monthly billings based upon whether we meet or exceed certain performance criteria as set forth in the contract. Increases or decreases to monthly billings arising from such contract terms are reflected in revenue as earned or incurred.

Periodically, we make certain expenditures related to acquiring contracts or provide up-front discounts for future services to existing customers (recorded as Contract Acquisition Costs in the accompanying Consolidated Balance Sheets). Those expenditures are capitalized and amortized in proportion to the expected future revenue from the contract, which in most cases results in straight-line amortization over the life of the contract. Amortization of these costs is recorded as a reduction of revenue.

Income Taxes

We account for income taxes in accordance with the authoritative guidance for income taxes, which requires recognition of deferred tax assets and liabilities for the expected future income tax consequences of transactions that have been included in the Consolidated 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 basis of assets and liabilities using tax rates in effect for the year in which the differences are expected to reverse. When circumstances warrant, we assess the likelihood that our net deferred tax assets will more likely than not be recovered from future projected taxable income.

We continually review the likelihood that deferred tax assets will be realized in future tax periods under the “more likely than not” criterion. In making this judgment, we consider all available evidence, both positive and negative, in determining whether, based on the weight of that evidence, a valuation allowance is required.

We follow a two-step approach to recognizing and measuring uncertain tax positions. The first step is to determine if the weight of available evidence indicates that it is more likely than not that the tax position will be sustained on audit. The second step is to estimate and measure the tax benefit as the amount that has a greater than 50% likelihood of being realized upon ultimate settlement with the tax authority. We evaluate these uncertain tax positions on a quarterly basis. This evaluation is based on the consideration of several factors including changes in facts or circumstances, changes in applicable tax law, and settlement of issues under audit.

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In the future, our effective tax rate could be adversely affected by several factors, many of which are outside our control. Our effective tax rate is affected by the proportion of revenue and income before taxes in the various domestic and international jurisdictions in which we operate. Further, we are subject to changing tax laws, regulations and interpretations in multiple jurisdictions, in which we operate, as well as the requirements, pronouncements and rulings of certain tax, regulatory and accounting organizations. We estimate our annual effective tax rate each quarter based on a combination of actual and forecasted results of subsequent quarters. Consequently, significant changes in our actual quarterly or forecasted results may impact the effective tax rate for the current or future periods.

Interest and penalties relating to income taxes and uncertain tax positions are accrued net of tax in Provision for Income Taxes in our Consolidated Statements of Operations.

Allowance for Doubtful Accounts

We have established an allowance for doubtful accounts to reserve for uncollectible accounts receivable. Each quarter, management reviews the receivables on an account—by—account basis and assigns a probability of collection. Management's judgment is used in assessing the probability of collection. Factors considered in making this judgment include, among other things, the age of the identified receivable, client financial condition, previous client payment history and any recent communications with the client.

Impairment of Long—Lived Assets

We evaluate the carrying value of property, plant and equipment for impairment whenever events or changes in circumstances indicate that the carry amount may not be recoverable. An asset is considered to be impaired when the anticipated undiscounted future cash flows of an asset group are estimated to be less than its carrying value. The amount of impairment recognized is the difference between the carrying value of the asset group and its fair value. Fair value estimates are based on assumptions concerning the amount and timing of estimated future cash flows and assumed discount rates.

Goodwill

We perform a goodwill impairment test on at least an annual basis, or whenever events or changes in circumstances indicate goodwill may be impaired. Impairment occurs when the carrying amount of goodwill exceeds its estimated fair value. The impairment, if any, is measured based on the estimated fair value of the reporting unit. We aggregate segment components with similar economic characteristics in forming a reporting unit; aggregation can be based on types of customers, methods of distribution of services, shared operations, acquisition history, and management judgment and reporting.

We estimate fair value using discounted cash flows of the reporting units. The most significant assumptions used in these analyses are those made in estimating future cash flows. In estimating future cash flows, we use financial assumptions in our internal forecasting model such as projected capacity utilization, projected changes in the prices we charge for our services, projected labor costs, as well as contract negotiation status. The financial and credit market volatility directly impacts our fair value measurement through our weighted average cost of capital that we use to determine our discount rate. We use a discount rate we consider appropriate for the country where the business unit is providing services. As of December 31, 2009, the Company's assessment of goodwill impairment indicated that the fair values of the Company's reporting units were substantially in excess of their estimated carrying values, and therefore goodwill in the reporting units was not impaired. If actual results are less than the assumptions used in performing the impairment test, the fair value of the reporting units may be significantly lower, causing the carrying value to exceed the fair value and indicating an impairment has occurred.

Restructuring Liability

We routinely assess the profitability and utilization of our delivery centers and existing markets. In some cases, we have chosen to close under—performing delivery centers and complete reductions in workforce to enhance future profitability. We recognize certain liabilities when the severance liabilities are determined to be probable and reasonably estimable. Liabilities for costs associated with an exit or disposal activity are recognized when the liability is incurred, rather than upon commitment to a plan.

Equity—Based Compensation

Equity-based compensation expense for all share-based payment awards granted is determined based on the grant-date fair value. We recognize equity-based compensation expense net of an estimated forfeiture rate, and recognize compensation expense only for shares that are expected to vest on a straight-line basis over the requisite service period of the award, which is typically the vesting term of the share-based payment award. We estimate the forfeiture rate annually based on historical experience of forfeited awards.

Fair Value Measurement

The fair value guidance codifies a new framework for measuring fair value and expands related disclosures. The framework requires fair value to be determined based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. We utilize market data or assumptions that we believe market participants would use in pricing the asset or liability, assumptions about counterparty credit risk, including the ability of each party to execute its obligation under the contract, and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable.

We primarily apply the market approach for recurring fair value measurements and endeavor to utilize the best available information. Accordingly, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. We are able to classify fair value balances based on the observability of those inputs.

The valuation techniques required by the new provisions establish a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis. Level 1 primarily consists of financial instruments such as exchange-traded derivatives, listed equities and U.S. government treasury securities.
- Level 2 Pricing inputs are other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date. Level 2 includes those financial instruments that are valued using models or other valuation methodologies. These models are primarily industry-standard models that consider various assumptions, including quoted forward prices for commodities, time value, volatility factors, and current market and contractual prices for the underlying instruments, as well as other relevant economic measures. Substantially all of these assumptions are observable in the marketplace throughout the full term of the instrument, can be derived from observable data or are supported by observable levels at which transactions are executed in the marketplace. Instruments in this category include non-exchange-traded derivatives such as over-the-counter forwards, options and repurchase agreements.

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Level 3 Pricing inputs include significant inputs that are generally less observable from objective sources. These inputs may be used with internally developed methodologies that result in management's best estimate of fair value from the perspective of a market participant. Level 3 instruments include those that may be more structured or otherwise tailored to customers' needs. At each balance sheet date, we perform an analysis of all instruments subject to fair value measurements and include within Level 3 all of those whose fair value is based on significant unobservable inputs.

Derivatives

We enter into foreign exchange forward and option contracts to reduce our exposure to foreign currency exchange rate fluctuations that are associated with forecasted revenue in non-functional currencies. Upon proper qualification, these contracts are accounted for as cash flow hedges. We also entered into foreign exchange forward contracts to hedge our net investment in a foreign operation.

All derivative financial instruments are reported on the Consolidated Balance Sheets at fair value. Changes in fair value of derivative instruments designated as cash flow hedges are recorded in Accumulated Other Comprehensive Income (Loss), a component of Stockholders' Equity, to the extent they are deemed effective. Based on the criteria established by current accounting standards, all of our cash flow hedge contracts are deemed to be highly effective. Changes in fair value of any net investment hedge are recorded in cumulative translation adjustment in Accumulated Other Comprehensive Income (Loss) on the Consolidated Balance Sheets offsetting the change in cumulative translation adjustment attributable to the hedged portion of our net investment in the foreign operation. Any realized gains or losses resulting from the cash flow hedges are recognized together with the hedged transaction within Revenue. Gains and losses from the settlements of our net investment hedge remain in Accumulated Other Comprehensive Income (Loss) until partial or complete liquidation of the applicable net investment.

We also enter into fair value derivative contracts that hedge against translation gains and losses. Changes in the fair value of derivative instruments designated as fair value hedges affect the carrying value of the asset or liability hedged, with changes in both the derivative instrument and the hedged asset or liability being recognized in earnings.

While we expect that our derivative instruments will continue to be highly effective and in compliance with applicable accounting standards, if our hedges did not qualify as highly effective or if we determine that forecasted transactions will not occur, the changes in the fair value of the derivatives used as hedges would be reflected currently in earnings.

In addition to hedging activities, we also have embedded derivatives in certain foreign lease contracts. We bifurcate and fair value the embedded derivative feature from the host contract with any changes in fair value of the embedded derivatives recognized in Cost of Services.

Contingencies

We record a liability for pending litigation and claims when losses are both probable and reasonably estimable. Each quarter, management reviews all litigation and claims on a case-by-case basis and assigns probability of loss and range of loss.

Explanation of Key Metrics and Other Items

Cost of Services

Cost of services principally include costs incurred in connection with our BPO operations and database marketing services, including direct labor, telecommunications, printing, postage, sales and use tax and certain fixed costs associated with delivery centers. In addition, cost of services includes income related to grants we may receive from local or state governments as an incentive to locate delivery centers in their jurisdictions which reduce the cost of services for those facilities.

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Selling, General and Administrative

Selling, general and administrative expenses primarily include costs associated with administrative services such as sales, marketing, product development, legal settlements, legal, information systems (including core technology and telephony infrastructure) and accounting and finance. It also includes equity-based compensation expense, outside professional fees (i.e. legal and accounting services), building expense for non-delivery center facilities and other items associated with general business administration.

Restructuring Charges, Net

Restructuring charges, net primarily include costs incurred in conjunction with reductions in force or decisions to exit facilities, including termination benefits and lease liabilities, net of expected sublease rentals.

Interest Expense

Interest expense includes interest expense and amortization of debt issuance costs associated with our debts and capitalized lease obligations.

Other Income

The main components of other income are miscellaneous income not directly related to our operating activities, such as foreign exchange transaction gains.

Other Expense

The main components of other expense are expenditures not directly related to our operating activities, such as foreign exchange transaction losses.

Presentation of Non-GAAP Measurements

Free Cash Flow

Free cash flow is a non-GAAP liquidity measurement. We believe that free cash flow is useful to our investors because it measures, during a given period, the amount of cash generated that is available for debt obligations and investments other than purchases of property, plant and equipment. Free cash flow is not a measure determined by GAAP and should not be considered a substitute for "income from operations," "net income," "net cash provided by operating activities," or any other measure determined in accordance with GAAP. We believe this non-GAAP liquidity measure is useful, in addition to the most directly comparable GAAP measure of "net cash provided by operating activities," because free cash flow includes investments in operational assets. Free cash flow does not represent residual cash available for discretionary expenditures, since it includes cash required for debt service. Free cash flow also includes cash that may be necessary for acquisitions, investments and other needs that may arise.

The following table reconciles net cash provided by operating activities to free cash flow for our consolidated results (amounts in thousands):

	Three Months Ended March 31,	
	2010	2009
Net cash provided by operating activities	\$ 51,432	\$ 54,011
Purchases of property, plant and equipment	6,608	8,455
Free cash flow	<u>\$ 44,824</u>	<u>\$ 45,556</u>

We discuss factors affecting free cash flow between periods in the "Liquidity and Capital Resources" section below.

Results of Operations
Three months ended March 31, 2010 as compared to three months ended March 31, 2009
Operating Review

The following table is presented to facilitate an understanding of our Management's Discussion and Analysis of Financial Condition and Results of Operations and presents our results of operations by segment for the three months ended March 31, 2010 and 2009 (amounts in thousands). We allocate to each segment its portion of corporate operating expenses. All inter—company transactions between the reported segments for the periods presented have been eliminated.

	Three Months Ended March 31,		% of Segment Revenue	% of Segment Revenue	\$ Change	% Change
	2010	2009				
Revenue						
North American BPO	\$207,942	\$228,886			\$(20,944)	-9.2%
International BPO	63,584	75,144			(11,560)	-15.4%
	<u>\$271,526</u>	<u>\$304,030</u>			<u>\$(32,504)</u>	<u>-10.7%</u>
Cost of services						
North American BPO	\$144,777	\$157,693	69.6%	68.9%	\$(12,916)	-8.2%
International BPO	49,841	61,149	78.4%	81.4%	(11,308)	-18.5%
	<u>\$194,618</u>	<u>\$218,842</u>	<u>71.7%</u>	<u>72.0%</u>	<u>\$(24,224)</u>	<u>-11.1%</u>
Selling, general and administrative						
North American BPO	\$ 32,075	\$ 35,699	15.4%	15.6%	\$ (3,624)	-10.2%
International BPO	11,333	12,816	17.8%	17.1%	(1,483)	-11.6%
	<u>\$ 43,408</u>	<u>\$ 48,515</u>	<u>16.0%</u>	<u>16.0%</u>	<u>\$ (5,107)</u>	<u>-10.5%</u>
Depreciation and amortization						
North American BPO	\$ 9,950	\$ 10,190	4.8%	4.5%	\$ (240)	-2.4%
International BPO	2,774	3,872	4.4%	5.2%	(1,098)	-28.4%
	<u>\$ 12,724</u>	<u>\$ 14,062</u>	<u>4.7%</u>	<u>4.6%</u>	<u>\$ (1,338)</u>	<u>-9.5%</u>
Restructuring charges, net						
North American BPO	\$ 1,352	\$ (123)	0.7%	-0.1%	\$ 1,475	1199.2%
International BPO	117	426	0.2%	0.6%	(309)	-72.5%
	<u>\$ 1,469</u>	<u>\$ 303</u>	<u>0.5%</u>	<u>0.1%</u>	<u>\$ 1,166</u>	<u>384.8%</u>
Impairment losses						
North American BPO	\$ —	\$ —	0.0%	0.0%	\$ —	0.0%
International BPO	—	1,967	0.0%	2.6%	(1,967)	-100.0%
	<u>\$ —</u>	<u>\$ 1,967</u>	<u>0.0%</u>	<u>0.6%</u>	<u>\$ (1,967)</u>	<u>-100.0%</u>
Income (loss) from operations						
North American BPO	\$ 19,788	\$ 25,427	9.5%	11.1%	\$ (5,639)	-22.2%
International BPO	(481)	(5,086)	-0.8%	-6.8%	4,605	90.5%
	<u>\$ 19,307</u>	<u>\$ 20,341</u>	<u>7.1%</u>	<u>6.7%</u>	<u>\$ (1,034)</u>	<u>-5.1%</u>
Other income (expense), net	\$ (211)	\$ 726	-0.1%	0.2%	\$ (937)	-129.1%
Provision for income taxes	\$ (5,054)	\$ (5,180)	-1.9%	-1.7%	\$ 126	2.4%

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Revenue

Revenue for North American BPO for the three months ended March 31, 2010 as compared to the same period in 2009 was \$207.9 million and \$228.9 million, respectively. The decrease in revenue for the North American BPO was due to net decreases in client programs of \$18.7 million, along with certain program terminations of \$11.2 million, and a \$2.0 million reduction to revenue for disputed service delivery issues, offset by a \$9.4 million increase due to realized gains on cash flow hedges purchased to reduce our exposure to foreign currency exchange rate fluctuations for revenue received in non-functional currencies and a \$1.5 million increase due to positive changes in foreign exchange translation rates.

Revenue for International BPO for the three months ended March 31, 2010 as compared to the same period in 2009 was \$63.6 million and \$75.1 million, respectively. The decrease in revenue for the International BPO was due to net decreases in client programs of \$6.7 million, certain program terminations of \$14.1 million, offset by positive changes in foreign exchange translation rates causing an increase in revenue of \$9.3 million.

Our offshore delivery capacity represented 70% of our global delivery capabilities at March 31, 2010. Revenue in these offshore locations was \$123.2 million and represented 45% of our total revenue in the first quarter of 2010. Revenue in these offshore locations was \$146.1 million or 48% of total revenue in the first quarter of 2009. An important component of our growth strategy is continued expansion of services delivered from our offshore locations, which contributes to our higher margins, along with our technology and consulting related projects. Factors that may impact our ability to maintain our offshore operating margins include potential increases in competition for the available workforce, the trend of higher occupancy costs and foreign currency fluctuations.

Cost of Services

Cost of services for North American BPO for the three months ended March 31, 2010 as compared to the same period in 2009 was \$144.8 million and \$157.7 million, respectively. Cost of services as a percentage of revenue in the North American BPO remained consistent with the prior year. In absolute dollars the decrease was due to a \$16.4 million decrease in employee related expenses due to lower volumes in existing client programs and program terminations, a \$1.6 million increase for rent and related expenses and operating leases, offset by a \$1.9 million net increase in other expenses.

Cost of services for International BPO for the three months ended March 31, 2010 as compared to the same period in 2009 was \$49.8 million and \$61.1 million, respectively. Cost of services as a percentage of revenue in the International BPO decreased compared to the prior year. In absolute dollars the decrease was a \$9.1 million decrease in employee related expenses due to a net reduction in existing client volumes and program terminations, a \$0.2 million decrease for rent due to the closure of several delivery centers, and a \$2.0 million net decrease in other expenses.

Selling, General and Administrative

Selling, general and administrative expenses for North American BPO for the three months ended March 31, 2010 as compared to the same period in 2009 were \$32.1 million and \$35.7 million, respectively. The expenses decreased in both absolute dollars and as a percentage of revenue. The decrease in absolute dollars reflected a decrease in employee related expenses of \$2.7 million due to a decrease in incentive and equity compensation expense, a \$1.1 million decrease in external professional fees, and a net increase in other expenses of \$0.2 million.

Selling, general and administrative expenses for International BPO for the three months ended March 31, 2010 as compared to the same period in 2009 were \$11.3 million and \$12.8 million, respectively. The expenses decreased in absolute dollars while increasing as a percentage of revenue. The decrease in absolute dollars reflected a decrease in employee related expenses of \$1.3 million due to a decrease in incentive and equity compensation expense, a \$0.4 million decrease in external professional fees, and a \$0.2 million net increase in other expenses.

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Depreciation and Amortization

Depreciation and amortization expense on a consolidated basis for the three months ended March 31, 2010 and 2009 was \$12.7 million and \$14.1 million, respectively. For the North American BPO, the depreciation expense remained relatively flat in both absolute value and as a percentage of revenue as compared to the prior year. For the International BPO, the depreciation expense decreased both in absolute value and as a percentage of revenue as compared to the prior year. This decrease in value was due to restructuring activities and delivery center closures which have better aligned our capacity to our operational needs.

Restructuring Charges

During the three months ended March 31, 2010, we recorded a net \$1.5 million of severance related restructuring charges compared to \$0.3 million in the same period in 2009. During both 2010 and 2009, we undertook reductions in both our North American BPO and International BPO segments to better align our delivery centers and workforce with the current business needs.

Impairment Losses

During the three months ended March 31, 2010, we recorded no impairment charges compared to \$2.0 million of impairment charges in the same period in 2009.

Other Income (Expense)

For the three months ended March 31, 2010, interest income decreased to \$0.6 million from \$0.8 million in the same period in 2009 primarily due to lower interest rates. Interest expense remained unchanged at \$0.8 million during 2010 and 2009.

Income Taxes

The effective tax rate for the three months ended March 31, 2010 was 26.5%. This compares to an effective tax rate of 24.6% in the same period of 2009. The effective tax rate for the three months ended March 31, 2010 was influenced by earnings in international jurisdictions currently under an income tax holiday and the distribution of income between the U.S. and international tax jurisdictions.

Liquidity and Capital Resources

Our principal sources of liquidity are our cash generated from operations, our cash and cash equivalents, and borrowings under our Amended and Restated Credit Agreement, dated September 28, 2006 (the "Credit Facility"). During the three months ended March 31, 2010, we generated positive operating cash flows of \$51.4 million. We believe that our cash generated from operations, existing cash and cash equivalents, and available credit will be sufficient to meet expected operating and capital expenditure requirements for the next 12 months.

We manage a centralized global treasury function from the United States with a particular focus on concentrating and safeguarding our global cash and cash equivalent reserves. While we generally prefer to hold U.S. dollars, we maintain adequate cash in the functional currency of our foreign subsidiaries to support local working capital requirements. While there are no assurances, we believe our global cash is protected given our cash management practices, banking partners, and low-risk investments.

We have global operations that expose us to foreign currency exchange rate fluctuations that may positively or negatively impact our liquidity. To mitigate these risks, we enter into foreign exchange forward and option contracts through our cash flow hedging program. Please refer to Item 3. Quantitative and Qualitative Disclosures About Market Risk, Foreign Currency Risk, for further discussion.

We primarily utilize our Credit Facility to fund working capital, stock repurchases, and other strategic and general operating purposes. As of March 31, 2010 and December 31, 2009, we had no outstanding borrowings under our Credit Facility. After consideration for issued letters of credit under the Credit Facility, totaling \$4.8 million, our remaining borrowing capacity was \$220.2 million as of March 31, 2010.

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The amount of capital required over the next 12 months will also depend on our levels of investment in infrastructure necessary to maintain, upgrade or replace existing assets. Our working capital and capital expenditure requirements could also increase materially in the event of acquisitions or joint ventures, among other factors. These factors could require that we raise additional capital through future debt or equity financing. There can be no assurance that additional financing will be available, at all, or on terms favorable to us.

The following discussion highlights our cash flow activities during the three months ended March 31, 2010 and 2009.

Cash and Cash Equivalents

We consider all liquid investments purchased within 90 days of their original maturity to be cash equivalents. Our cash and cash equivalents totaled \$133.9 million and \$109.4 million as of March 31, 2010 and December 31, 2009, respectively.

Cash Flows from Operating Activities

We reinvest our cash flows from operating activities in our business or in the purchases of our outstanding common stock. For the three months ended March 31, 2010 and 2009, net cash flows provided by operating activities was \$51.4 million and \$54.0 million, respectively. The decrease was primarily due to an increase in the recognition of deferred revenue for which there are no cash flows in the quarter.

Cash Flows from Investing Activities

We reinvest cash in our business primarily to grow our client base and to expand our infrastructure. For the three months ended March 31, 2010 and 2009, we reported net cash flows used in investing activities of \$6.6 million and \$8.5 million, respectively. The decrease was due primarily to reduced capital expenditures during the first three months of 2010 due to a limited need for additional capacity.

Cash Flows from Financing Activities

For the three months ended March 31, 2010 and 2009, we reported net cash flows used in financing activities of \$20.9 million and \$36.2 million, respectively. The decrease in net cash flows used from 2009 to 2010 was primarily due to a decrease in payments against our line of credit of \$63.0 million offset by a \$29.3 million decrease in the proceeds received from our line of credit and an increase of \$17.5 million in purchases of our outstanding common stock.

Free Cash Flow

Free cash flow (see "Presentation of Non—GAAP Measurements" for definition of free cash flow) remained relatively unchanged for the three months ended March 31, 2010 compared to the three months ended March 31, 2009. Free cash flow was \$44.8 million and \$45.6 million for the three months ended March 31, 2010 and 2009, respectively.

Obligations and Future Capital Requirements

Future maturities of our outstanding debt and contractual obligations as of March 31, 2010 are summarized as follows (amounts in thousands):

	<u>Less than 1 Year</u>	<u>1 to 3 Years</u>	<u>3 to 5 Years</u>	<u>Over 5 Years</u>	<u>Total</u>
Credit Facility	\$ —	\$ —	\$ —	\$ —	\$ —
Capital lease obligations	1,645	1,523	—	—	3,168
Equipment financing arrangements	2,222	1,404	184	—	3,810
Purchase obligations	20,323	25,437	1,264	—	47,024
Operating lease commitments	28,437	34,512	13,112	6,590	82,651
Total	<u>\$ 52,627</u>	<u>\$ 62,876</u>	<u>\$ 14,560</u>	<u>\$ 6,590</u>	<u>\$ 136,653</u>

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- Contractual obligations to be paid in a foreign currency are translated at the period end exchange rate.
- Purchase obligations primarily consist of outstanding purchase orders for goods or services not yet received, which are not recognized as liabilities in our Consolidated Balance Sheets until such goods and/or services are received.
- The contractual obligation table excludes our liabilities of \$1.6 million related to uncertain tax positions because we cannot reliably estimate the timing of cash payments.

Future Capital Requirements

We expect total capital expenditures in 2010 to be approximately \$25-\$35 million. Of the expected capital expenditures in 2010, approximately 60% relates to the opening and/or growth of our delivery platform and approximately 40% relates to the maintenance capital required for existing assets and internal technology projects. The anticipated level of 2010 capital expenditures is primarily dependent upon new client contracts and the corresponding requirements for additional delivery center capacity as well as enhancements to our technology infrastructure.

We may consider restructurings, dispositions, mergers, acquisitions and other similar transactions. Such transactions could include the transfer, sale or acquisition of significant assets, businesses or interests, including joint ventures, or the incurrence, assumption, or refinancing of indebtedness and could be material to the consolidated financial condition and consolidated results of our operations. In addition, as of March 31, 2010, we are authorized to purchase an additional \$31.1 million of common stock under our stock repurchase program (see Part II Item 2 of this Form 10-Q). The stock repurchase program does not have an expiration date.

The launch of large client contracts may result in short-term negative working capital because of the time period between incurring the costs for training and launching the program and the beginning of the accounts receivable collection process. As a result, periodically we may generate negative cash flows from operating activities.

Debt Instruments and Related Covenants

We discuss debt instruments and related covenants in Note 14 of the Notes to the Consolidated Financial Statements in our 2009 Annual Report on Form 10-K. As of March 31, 2010, we were in compliance with all covenants under the Credit Facility and had approximately \$220.2 million in available borrowing capacity. We had no outstanding borrowings and \$4.8 million of letters of credit outstanding under our Credit Facility as of March 31, 2010. Based upon average outstanding borrowings during the first quarter of 2010, interest accrued at a rate of approximately 1.4% per annum.

Client Concentration

Our five largest clients accounted for 38.8% and 36.1% of our consolidated revenue for the three months ended March 31, 2010 and 2009, respectively. The relative contribution of any single client to consolidated earnings is not always proportional to the relative revenue contribution on a consolidated basis and varies greatly based upon specific contract terms. In addition, clients may adjust business volumes served by us based on their business requirements. We believe the risk of this client concentration is mitigated, in part, by the long-term contracts we have with our largest clients. Although certain client contracts may be terminated for convenience by either party, this risk is mitigated, in part, by the service level disruptions and transition/migration costs that would arise for our clients.

The contracts with our five largest clients expire between 2010 and 2011. Additionally, a particular client may have multiple contracts with different expiration dates. We have historically renewed most of our contracts with our largest clients. However, there is no assurance that future contracts will be renewed, or if renewed, will be on terms as favorable as the existing contracts.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of loss that may impact our consolidated financial position, consolidated results of operations, or consolidated cash flows due to adverse changes in financial and commodity market prices and rates. Market risk also includes credit and non-performance risk by counterparties to our various financial instruments, our banking partners. We are exposed to market risk due to changes in interest rates and foreign currency exchange rates (as measured against the U.S. dollar); as well as credit risk associated with potential non-performance of our counterparty banks. These exposures are directly related to our normal operating and funding activities. As discussed below, we enter into derivative instruments to manage and reduce the impact of currency exchange rate changes, primarily between the U.S. dollar/Canadian dollar, the U.S. dollar/Philippine peso, the U.S. dollar/Mexican peso, and the U.S. dollar/Argentine peso. In order to mitigate against credit and non-performance risk, it is our policy to only enter into derivative contracts and other financial instruments with investment grade counterparty financial institutions and, correspondingly, our derivative valuations reflect the creditworthiness of our counterparties. As of the date of this report, we have not experienced, nor do we anticipate, any issues related to derivative counterparty defaults.

Interest Rate Risk

The interest rate on our Credit Facility is variable based upon the Prime Rate and LIBOR and, therefore, is affected by changes in market interest rates. As of March 31, 2010, we had no outstanding borrowings under the Credit Facility. Based upon average outstanding borrowings during the first quarter of 2010, interest accrued at a rate of approximately 1.4% per annum. If the Prime Rate or LIBOR increased by 100 basis points during the quarter, there would not have been a material impact to our consolidated financial position or results of operations.

Foreign Currency Risk

Our subsidiaries in Argentina, Canada, Costa Rica, Malaysia, Mexico, the Philippines, the United Kingdom, and South Africa use the local currency as their functional currency for paying labor and other operating costs. Conversely, revenue for these foreign subsidiaries is derived principally from client contracts that are invoiced and collected in U.S. dollars or other foreign currencies. As a result, we may experience foreign currency gains or losses, which may positively or negatively affect our results of operations attributed to these subsidiaries. For the three months ended March 31, 2010 and 2009, revenue associated with this foreign exchange risk was 36% and 37% of our consolidated revenue, respectively.

In order to mitigate the risk of these non-functional foreign currencies from weakening against the functional currency of the servicing subsidiary, which thereby decreases the economic benefit of performing work in these countries, we may hedge a portion, though not 100%, of the projected foreign currency exposure related to client programs served from these foreign countries through our cash flow hedging program. While our hedging strategy can protect us from adverse changes in foreign currency rates in the short term, an overall weakening of the non-functional foreign currencies would adversely impact margins in the segments of the contracting subsidiary over the long term.

Cash Flow Hedging Program

To reduce our exposure to foreign currency exchange rate fluctuations associated with forecasted revenue in non-functional currencies, we purchase forward and/or option contracts to acquire the functional currency of the foreign subsidiary at a fixed exchange rate at specific dates in the future. We have designated and account for these derivative instruments as cash flow hedges for forecasted revenue in non-functional currencies.

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While we have implemented certain strategies to mitigate risks related to the impact of fluctuations in currency exchange rates, we cannot ensure that we will not recognize gains or losses from international transactions, as this is part of transacting business in an international environment. Not every exposure is or can be hedged and, where hedges are put in place based on expected foreign exchange exposure, they are based on forecasts for which actual results may differ from the original estimate. Failure to successfully hedge or anticipate currency risks properly could adversely affect our consolidated operating results.

Our cash flow hedging instruments as of March 31, 2010 and December 31, 2009 are summarized as follows (amounts in thousands). All hedging instruments are forward contracts, except as noted.

As of March 31, 2010	Local Currency Notional Amount	U.S. Dollar Notional Amount	% Maturing in the Next 12 Months	Contracts Maturing Through
Canadian Dollar	10,800	\$ 8,749	50.0%	December 2011
Canadian Dollar Call Options	14,300	12,750	100.0%	December 2010
Philippine Peso	7,183,000	149,819 ⁽¹⁾	69.6%	December 2012
Argentine Peso	39,600	9,868 ⁽²⁾	100.0%	December 2010
Mexican Peso	509,500	35,877	78.6%	December 2011
British Pound Sterling	7,956	12,541 ⁽³⁾	66.1%	December 2011
		<u>\$ 229,604</u>		

As of December 31, 2009	Local Currency Notional Amount	U.S. Dollar Notional Amount		
Canadian Dollar	14,400	\$ 11,782		
Canadian Dollar Call Options	19,400	17,301		
Philippine Peso	4,615,000	96,354 ⁽¹⁾		
Argentine Peso	9,000	2,454		
Mexican Peso	491,500	34,880		
South African Rand	23,000	2,081		
British Pound Sterling	3,876	6,565 ⁽³⁾		
		<u>\$ 171,417</u>		

- (1) Includes contracts to purchase Philippine pesos in exchange for New Zealand dollars, Australian dollars and, in 2009 only, British pound sterling, which are translated into equivalent U.S. dollars on March 31, 2010 and December 31, 2009.
- (2) Includes contracts to purchase Argentine pesos in exchange for Euros, which were translated into equivalent U.S. dollars on March 31, 2010.
- (3) Includes contracts to purchase British pound sterling in exchange for Euros, which are translated into equivalent U.S. dollars on March 31, 2010 and December 31, 2009.

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The fair value of our cash flow hedges at March 31, 2010 is (assets/(liabilities)) (amounts in thousands):

	<u>March 31, 2010</u>	<u>Maturing in the Next 12 Months</u>
Canadian Dollar	\$ 3,219	\$ 2,257
Philippine Peso	5,537	4,674
Argentine Peso	141	141
Mexican Peso	4,175	3,345
British Pound Sterling	(280)	(228)
	<u>\$ 12,792</u>	<u>\$ 10,189</u>

Our cash flow hedges are valued using models based on market observable inputs, including both forward and spot foreign exchange rates, implied volatility, and counterparty credit risk. The year over year change in fair value largely reflects the recent global economic conditions which resulted in high foreign exchange volatility and an overall weakening in the U.S. dollar.

We recorded a net gain of \$1.5 million and a net loss of \$7.8 million for settled cash flow hedge contracts and the related premiums for the three months ended March 31, 2010 and 2009, respectively. These gains/(losses) are reflected in Revenue in the accompanying Consolidated Statements of Operations. If the exchange rates between our various currency pairs were to increase or decrease by 10% from current period-end levels, we would incur a material gain or loss on the contracts. However, any gain or loss would be mitigated by corresponding gains or losses in our underlying exposures.

Other than the transactions hedged as discussed above and in Note 6 to the accompanying Consolidated Financial Statements, the majority of the transactions of our U.S. and foreign operations are denominated in the respective local currency. However, transactions are denominated in other currencies from time-to-time. For the three months ended March 31, 2010 and 2009, approximately 24% and 25%, respectively of revenue was derived from contracts denominated in currencies other than the U.S. dollar. Our results from operations and revenue could be adversely affected if the U.S. dollar strengthens significantly against foreign currencies.

Fair Value of Debt and Equity Securities

We did not have any investments in debt or equity securities as of March 31, 2010.

ITEM 4. CONTROLS AND PROCEDURES

This Report includes the certifications of our Chief Executive Officer and Interim Chief Financial Officer required by Rule 13a-14 of the Securities Exchange Act of 1934 (the "Exchange Act"). See Exhibits 31.1 and 31.2. This Item 4 includes information concerning the controls and control evaluations referred to in those certifications.

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are designed to reasonably assure that information required to be disclosed in reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to management, including our Chief Executive Officer and Interim Chief Financial Officer, to allow timely decisions regarding required disclosures.

In connection with the preparation of this Quarterly Report on Form 10-Q, our management, under the supervision and with the participation of the Chief Executive Officer and Interim Chief Financial Officer, conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of March 31, 2010. Based on that evaluation, our Chief Executive Officer and Interim Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of March 31, 2010 to provide such reasonable assurance.

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Our management, including our Chief Executive Officer and Interim Chief Financial Officer, believes that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must consider the benefits of controls relative to their costs. Inherent limitations within a control system include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by unauthorized override of the control. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with associated policies or procedures. While the design of any system of controls is to provide reasonable assurance of the effectiveness of disclosure controls, such design is also based in part upon certain assumptions about the likelihood of future events, and such assumptions, while reasonable, may not take into account all potential future conditions. Accordingly, because of the inherent limitations in a cost effective control system, misstatements due to error or fraud may occur and may not be prevented or detected.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting during the quarter ended March 31, 2010 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we have been involved in claims and lawsuits, both as plaintiff and defendant, which arise in the ordinary course of business. Accruals for claims or lawsuits have been provided for to the extent that losses are deemed both probable and estimable. Although the ultimate outcome of these claims or lawsuits cannot be ascertained, on the basis of present information and advice received from counsel, we believe that the disposition or ultimate resolution of such claims or lawsuits will not have a material adverse effect on our financial position, cash flows or results of operations.

Securities Class Action

On January 25, 2008, a class action lawsuit was filed in the United States District Court for the Southern District of New York entitled *Beasley v. TeleTech Holdings, Inc., et al.* against TeleTech, certain current directors and officers and others alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act, Section 10(b) of the Securities Exchange Act and Rule 10b-5 promulgated thereunder and Section 20(a) of the Securities Exchange Act. The complaint alleges, among other things, false and misleading statements in the Registration Statement and Prospectus in connection with (i) a March 2007 secondary offering of common stock and (ii) various disclosures made and periodic reports filed by the Company between February 8, 2007 and November 8, 2007. On February 25, 2008, a second nearly identical class action complaint, entitled *Brown v. TeleTech Holdings, Inc., et al.*, was filed in the same court. On May 19, 2008, the actions described above were consolidated under the caption *In re: TeleTech Litigation* and lead plaintiff and lead counsel were approved. On October 21, 2009, the Company and the other named defendants executed a stipulation of settlement with the lead plaintiffs to settle the consolidated class action lawsuit. The United States District Court for the Southern District of New York has preliminarily approved the settlement and has set a hearing on final approval on June 11, 2010. The Company paid \$225,000 of the total settlement amount, which had been included in Other accrued expenses in the Consolidated Balance Sheet at December 31, 2009, and the rest of the settlement amount will be covered by the Company's insurance carriers.

Derivative Action

On July 28, 2008, a shareholder derivative action was filed in the Court of Chancery, State of Delaware, entitled *Susan M. Gregory v. Kenneth D. Tuchman, et al.*, against certain of TeleTech's former and current officers and directors alleging, among other things, that the individual defendants breached their fiduciary duties and were unjustly enriched in connection with: (i) equity grants made in excess of plan limits; and (ii) manipulating the grant dates of stock option grants from 1999 through 2008. TeleTech is named solely as a nominal defendant against whom no recovery is sought. On October 26, 2009, the Company and other defendants in the derivative action executed a stipulation of settlement with the lead plaintiffs to settle the derivative action. On January 5, 2010, the Court of Chancery, State of Delaware issued final approval of the settlement. The total amount to be paid under the approved settlement will be covered by the Company's insurance carriers.

ITEM 1A. RISK FACTORS

There are no material changes to the risk factors as previously reported in our 2009 Annual Report on Form 10-K for the year ended December 31, 2009.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**Issuer Purchases of Equity Securities**

Following is the detail of the issuer purchases made during the quarter ended March 31, 2010:

Period	Total Number of Shares Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in thousands) ¹
January 1, 2010 — January 31, 2010	224,663	\$18.82	224,663	\$21,423
February 1, 2010 — February 28, 2010	387,922	\$18.48	387,922	\$39,253
March 1, 2010 — March 31, 2010	457,084	\$17.88	457,084	\$31,082
Total	<u>1,069,669</u>		<u>1,069,669</u>	

- (1) In November 2001, our Board of Directors ("Board") authorized a stock repurchase program to repurchase up to \$5.0 million of our common stock with the objective of increasing stockholder returns. The Board has since periodically authorized additional increases in the program. The most recent Board authorization to purchase additional common stock occurred in February 2010, whereby the Board increased the program allowance by \$25.0 million. Since inception of the program through March 31, 2010, the Board has authorized the repurchase of shares up to a total value of \$337.3 million, of which we have purchased 24.9 million shares on the open market for \$306.3 million. As of March 31, 2010 the remaining amount authorized for repurchases under the program is approximately \$31.1 million. The stock repurchase program does not have an expiration date.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. RESERVED**ITEM 5. OTHER INFORMATION**

None

ITEM 6. EXHIBITS

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1*	Executive Employment Agreement dated March 8, 2010 between Joseph Bellini and TeleTech*
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)
31.2	Certification of Interim Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)
32.1	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)
32.2	Certification of Interim Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)

* Identifies exhibit that consists of or includes a management contract or compensatory plan or arrangement.

SIGNATURES

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

TELETECH HOLDINGS, INC.
(Registrant)

Date: May 5, 2010

By: /s/ Kenneth D. Tuchman
Kenneth D. Tuchman
Chairman and Chief Executive Officer

Date: May 5, 2010

By: /s/ John R. Troka, Jr.
John R. Troka, Jr.
Interim Chief Financial Officer

EXHIBIT INDEX

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* Identifies exhibit that consists of or includes a management contract or compensatory plan or arrangement.

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement") is by and between TeleTech Holdings, Inc., including its subsidiaries, their successors and assigns, their directors, officers, employees and agents (the "Company" or "TeleTech") and Joseph Bellini ("Employee"), and shall be effective as of the "Start Date" (as defined below).

1. Appointment

a. TeleTech hereby employs Employee as Executive Vice President and Chief Sales Officer reporting to the Chief Executive Officer and Employee hereby accepts such employment with TeleTech to begin on March 8, 2010 ("Start Date").

b. Employee shall devote his full-time and best efforts to the performance of all duties as shall be assigned to Employee from time to time by TeleTech. Unless otherwise specifically authorized in writing by TeleTech, Employee shall not engage in any other business activity, or otherwise be gainfully employed. This shall not preclude Employee from serving on Boards of Directors with the Company's approval.

c. Employee acknowledges that, as part of Employee's employment duties hereunder, Employee may be required to perform services for, and serve as an officer and/or director of, subsidiaries and affiliates of TeleTech, on behalf of and as requested by TeleTech, and Employee agrees to perform such duties. Employee shall render such services as are necessary and desirable to protect and advance the best interests of the Company, acting, in all instances, in accordance with TeleTech's Code of Conduct and policies.

2. Compensation

a. **Salary and Salary Review.** Employee's base salary shall be \$300,000 per year, payable in equal installments in accordance with TeleTech's standard payroll practice, less legally required deductions and withholdings. TeleTech may, in its sole discretion, increase, or decrease in a non-material way, Employee's base salary, as and when TeleTech deems appropriate.

b. **Annual Incentive.** Employee will be eligible to participate in the then current Management Incentive Plan ("MIP") with eligibility to earn an annual bonus targeted at 100% of Employee's base salary. The determination of eligibility for, the amount and the payment of any such annual bonus are subject to the terms and conditions of the applicable Management Incentive Plan.

c. **Sign-on Bonus.** Employee shall receive a one-time sign-on bonus of \$60,000, less all deductions and required withholdings, to be issued with Employee's first regularly-scheduled paycheck. If Employee voluntarily leaves the Company or is terminated for "Cause" (as defined below) within 12 months from Employee's Start Date, this sum will be repayable to the Company subject to reduction on a pro-rata basis for each month worked during such 12-month period.

"Cause" as used in this Agreement shall be determined in TeleTech's sole and absolute discretion and shall include any of the following acts by Employee: material violation of TeleTech's Code of Conduct or any TeleTech policy, procedure, guideline or agreement; theft, embezzlement, misappropriation of funds, or misuse of Employer property or time; willful dishonesty causing harm to the Employer; conviction of or a plea of guilty or *nolo contendere* to any felony, or to any misdemeanor involving dishonesty, fraud, abuse of trust, breach of fiduciary duty, physical or emotional harm to any person or moral turpitude or use, possession, or distribution of controlled substances; unauthorized use of trade secrets or confidential information (or the Employer's reasonable belief that the Employee has done so or has attempted to do so); repeated dishonesty or misrepresentation involving the Employer or any Affiliated Entity; violation of the Employer's Substance Abuse Policy; illegal gambling on the Employer's or Affiliated Entity's premises; making any statements, whether written or oral, that disparage or defame the Employer or any Affiliated Entity; and intentionally falsifying any document or making any false or misleading statement related to the Employee's employment by the Employer.

d. **Relocation.** Company will reimburse Employee reasonable relocation expenses in accordance with Company's relocation program up to \$40,000 (plus any applicable grossed up tax payments) for Employee's move to the Denver area to be used within a 12-month period from the Employee's Start Date. This relocation allowance may be used for reasonable relocation expenses related to Employee's move as set forth in the relocation program. If Employee voluntarily leaves the Company or is terminated for Cause within 12 months from Employee's Start Date, the amount received will be repayable to the Company subject to reduction on a pro-rata basis for each month worked during such 12-month period.

3. Restricted Stock Units

Subject to the prior approval of the Compensation Committee of the Board, the Company shall grant Employee 50,000 restricted stock units ("RSUs"). The RSUs shall vest in four equal installments beginning on the first anniversary of the date of such grant provided that Employee remains employed by the Company on each such vesting date. The terms and conditions of the RSUs shall be more fully set forth in a Restricted Stock Unit Agreement, in substantially the form attached hereto as Exhibit A.

4. Fringe benefits

a. Medical, Vision, Dental and Long-Term Disability Insurance. Employee and his dependents shall be eligible for coverage under the group medical, vision, and dental insurance plans made available from time to time to TeleTech's executive and management employees, beginning on the first of the month after 30 days from the Start Date. TeleTech shall pay the premiums during Employee's employment under the group medical, vision, dental, and Long-Term Disability insurance plans pursuant to the same premium-payment formula applicable to TeleTech's other senior executives.

b. Life Insurance. Subject to Employee's satisfactory completion of a standard medical examination, Employee shall be eligible for, and TeleTech shall provide Employee with a \$4,000,000 term life insurance policy. TeleTech shall pay all premiums relating to such a policy up to \$10,000 per year. TeleTech, on behalf of Employee, will maintain such insurance policy so long as Employee is employed by TeleTech. Employee shall be the owner of such policy and shall have the right to designate the beneficiary or beneficiaries thereof. Upon termination of Employee's employment for any reason, Employee shall have the right to continue and maintain such policy by his payment of future premiums due under the policy.

c. Miscellaneous benefits. Employee shall receive fringe benefits generally applicable to the other TeleTech senior executives that are from time to time in effect, such as the Company's 401(k) and Deferred Compensation Plans.

5. Paid Leave

Employee shall receive 24 days of accrued Paid Time Off (PTO) for Employee's first full year of employment pursuant to the then current PTO Policy (or any other vacation/sick policy then in effect). Employee will also be paid for time off for certain holidays as set forth in Company's then current Company Holiday Policy.

6. Relationship Between this Agreement and Other TeleTech Agreements

In the event of any conflict between any term of this Agreement and any TeleTech contract, policy, procedure, guideline or other publication, the terms of this Agreement shall control.

7. Termination

a. Termination by Mutual Agreement. The parties may terminate this Agreement and/or the employment relationship by mutual written agreement.

b. Termination by TeleTech Without Cause. Upon written notice and at the Company's sole discretion, the Company may terminate Employee's employment without "Cause" (as defined in paragraph 2(c) above). Further, and solely with respect to the provisions of this paragraph 7(b), the phrase "without Cause" shall also include: (i) any change in Employee's reporting structure such that he does not report directly to the Company's Chief Executive Officer; or (ii) any material decrease in Employee's base salary, as described in paragraph 2(a) except if such material decrease is effected in connection with a reduction in compensation that is applicable generally to other Executive Vice Presidents of the Company; or (iii) any material negative change in Employee's title below that of Executive Vice President and Chief Sales Officer; or (iv) any required relocation of Employee's principal workplace to a location more than 50 miles outside of the Denver Metropolitan Area; provided, however, that if Employee fails to notify the Executive Vice President of Global Human Capital of the Company in writing that the Company has terminated his employment without Cause within 30 calendar days after the occurrence of any of the foregoing events (i) - (iv), Employee shall forever forfeit, release and waive his right to receive any severance compensation or severance benefits in accordance with the provisions of this paragraph 7(b).

Upon a termination without Cause under this paragraph 7(b), if Employee executes a separation agreement and legal release releasing all claims, except for any claims under the Colorado Wage Claim Act, in a form satisfactory to TeleTech and Employee continues to comply with all terms of such separation agreement and any other agreement signed by Employee, TeleTech shall pay Employee as severance pay the lump sum (subject to the provisions of section 11, below) of 12 months of Employee's then-current base salary, less legally required deductions and withholdings. All other terms and conditions of TeleTech's Severance Pay Plan remain in full force and effect regarding the payment of severance pay.

Upon a termination without Cause under this paragraph 7(b), if TeleTech pays Employee all salary and compensation earned as of the termination date, and provides Employee severance pay and severance benefits in the amount and on the terms specified in this paragraph 7(b), TeleTech's acts in doing so shall be in complete accord and satisfaction of any claim that Employee has or may at any time have for compensation or payments of any kind from TeleTech arising from or relating in whole or part to Employee's employment with TeleTech and/or this Agreement. If the separation agreement and legal release is not signed within forty five (45) days from when the agreement is presented to Employee, then Employee waives his right to receive any severance pay or severance benefits, even if Employee were to successfully litigate any claim against Company. Employee is not entitled to severance pay or severance benefits if Employee terminates his own employment with Company except as set forth in this paragraph 7(b).

c. Termination by TeleTech for Cause. TeleTech may terminate this Agreement effective immediately for Cause, upon notice to Employee, with TeleTech's only obligation being the payment of any salary and compensation earned as of the date of termination, and any continuing obligations under Company pension or benefit plans then in effect, and without liability for severance compensation of any kind.

d. Termination Upon Employee's Death. This Agreement shall terminate immediately upon Employee's death. Thereafter, TeleTech shall pay to Employee's estate all compensation fully earned, and benefits fully vested as of the last date of Employee's continuous, full-time active employment with TeleTech. TeleTech shall not be required to pay any form of severance, severance benefits, or other compensation concerning or on account of Employee's employment with TeleTech or the termination thereof.

e. Termination Following Disability. During the first ninety (90) calendar days after a mental or physical condition that renders Employee unable to perform the essential functions of his position with reasonable accommodation (the "Initial Disability Period"), Employee shall continue to receive his base salary as set forth in paragraph 2(a). Thereafter, if Employee qualifies for benefits under TeleTech's long term disability insurance plan (the "LTD Plan"), then he shall remain on leave for as long as he continues to qualify for such benefits, up to a maximum of 180 consecutive days (the "Long Term Leave Period"). The Long Term Leave Period shall begin on the first day following the end of the Initial Disability Period. During the Long Term Leave Period, Employee shall be entitled to any benefits to which the LTD Plan entitles him, but no additional compensation from TeleTech in the form of salary, performance or MIP bonus, new stock option grants, allowances or otherwise. Consistent with applicable law, if at the end of the Long Term Leave Period Employee remains unable to perform the essential functions of his position, then TeleTech may terminate this Agreement and/or Employee's employment. In the event that TeleTech terminates this Agreement or Employee's employment under this subparagraph 7(e), TeleTech's payment obligation to Employee shall be limited to all compensation fully earned, and benefits fully vested as of the last date of Employee's continuous, full-time active employment with TeleTech. Except as specifically set forth above in this subparagraph 7(e), TeleTech shall not be required to pay any form of severance, severance benefits, or other compensation concerning or on account of Employee's employment with TeleTech or the termination thereof. The compensation and benefits under this paragraph are in addition to any other compensation and benefits Employee may receive under any disability or other insurance policy.

8. Successors and Assigns

TeleTech, its successors and assigns may in their sole discretion assign this Agreement to any person or entity, with or without Employee's consent. This

Agreement thereafter fully shall bind, and inure to the benefit of TeleTech's successors or assigns and in the event of a sale of all or a portion of TeleTech's stock or assets, this Agreement shall continue in full force and effect. Employee shall not assign either this Agreement or any right or obligation arising hereunder.

9. Dispute Resolution

Employee and TeleTech agree that in the event of any controversy or claim arising out of or relating to Employee's employment with and/or separation from TeleTech, they shall negotiate in good faith to resolve the controversy or claim privately, amicably and confidentially. Each party may consult with counsel in connection with such negotiations. All controversies and claims arising from or relating to Employee's employment with TeleTech and/or the termination of that employment that cannot be resolved by good-faith negotiations shall be resolved only by final and binding arbitration. Employee agrees to execute, simultaneously with the execution of this Agreement, the Company's current Arbitration Agreement.

10. Non-Disclosure and Non-Competition

Employee agrees to execute, simultaneously with the execution of this Agreement, the Company's current Agreement to Protect Confidential Information, Assign Inventions and Prevent Unfair Competition and Unfair Solicitation, which, among other things, restricts Employee from engaging in any activity in competition with the Company for a one-year period following Employee's termination for any reason.

11. Section 409A of the Internal Revenue Code

a. This Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from, or complies with, the requirements of Section 409A of the Code and the Internal Revenue Service guidance and Treasury Regulations thereunder ("Section 409A"), and Employee and the Company agree to amend the Agreement, or take such other actions as Employee and the Company deem necessary or appropriate, to comply with such intent.

b. Employee will be considered to have terminated employment with the Company only if Employee's termination of employment constitutes a "separation from service," as defined in Treasury Regulation Section 1.409A-1(h).

c. Any severance benefits payable to Employee upon Employee's termination of employment shall be paid shall be paid (or, in the case of installment payments, shall commence to be paid) on the date that the Company determines within sixty (60) days following the date of Employee's "separation from service." Any installment severance payments made on separate payroll dates shall be treated as a series of separate payments for purposes of Section 409A, and, to the greatest extent applicable, any such installment payments shall be construed to be exempt payments pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii)

d. Notwithstanding Section 2 above, if Employee is entitled to receive payment of any non-exempt “nonqualified deferred compensation” within the meaning of Section 409A upon Employee’s “separation from service,” and Employee is a “specified employee” on the date of Employee’s “separation from service” (as determined under Treasury Regulation Section 1.409A-1(i)), such payment shall be delayed in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i), and any such payment shall be paid to Employee in a lump sum during the thirty (30) day period commencing on the earlier of (a) the expiration of the six-month period measured from the date of Employee’s “separation from service,” or (b) Employee’s death. To the greatest extent permitted under Section 409A, any separate payment or benefit under the Agreement will not be deemed to constitute “nonqualified deferred compensation” subject to Section 409A and the six-month delay requirement to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4), Section 1.409A-1(b)(9) or any other applicable exception or provision of Section 409A.

12. Miscellaneous

a. Governing Law. This Agreement, and all other disputes or issues arising from or relating in any way to TeleTech’s relationship with Employee, shall be governed by the internal laws of the State of Colorado, irrespective of the choice of law rules of any jurisdiction.

b. Severability. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. To the extent that any court concludes that any provision of this Agreement is void or voidable, the court shall reform such provision(s) to render the provision(s) enforceable, but only to the extent absolutely necessary to render the provision(s) enforceable.

c. Modification of Agreement. This Agreement or any other term or condition of employment shall not be modified by word or deed, except in a writing signed by Employee and Executive Vice President of Human Capital.

d. Waiver. No provision of this Agreement shall be deemed waived, nor shall there be an estoppel against the enforcement of any such provision, except by a writing signed by the party charged with the waiver or estoppel. No waiver shall be deemed continuing unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any act other than that specifically waived.

e. Construction. Whenever applicable, masculine and neutral pronouns shall equally apply to the feminine genders; the singular shall include the plural and the plural shall include the singular. The parties have reviewed and understand this Agreement, and each has had a full opportunity to negotiate the agreement’s terms and to consult with counsel of their own choosing. Therefore, the parties expressly waive all applicable common law and statutory rules of construction

that any provision of this Agreement should be construed against the agreement's drafter, and agree that this Agreement and all amendments thereto shall be construed as a whole, according to the fair meaning of the language used.

f. Employee's Representations and Warranties. The Employee represents and warrants that the Employee is not a party to any other employment, non-competition or other agreement or restriction which could interfere with the Employee's employment with the Company or the Employee's or the Company's rights and obligations hereunder, and that the Employee's acceptance of employment with the Company and the performance of the Employee's duties hereunder will not breach the provisions of any contract, agreement, or understanding to which the Employee is a party or any duty owed by the Employee to any other person.

g. Counterparts and Telecopies. This Agreement may be executed in counterparts, or by copies transmitted by telecopier, which counterparts and/or facsimile transmissions shall have the same force and effect as had the contract been executed in person and in original form.

Employee acknowledges and agrees: that he understands this Agreement; that he enters into it freely, knowingly, and mindful of the fact that it creates important legal obligations and affects his legal rights; and that he understands the need to consult concerning this Agreement with legal counsel of his own choosing, and has had a full and fair opportunity to do so.

[SIGNATURES FOLLOW]

Employee

TeleTech Holdings, Inc.

By: /s/ JOSEPH BELLINI
Joseph Bellini

By: /s/ MIKE JOSSI
Mike Jossi
Executive VP, Global Human Capital

**TELETECH HOLDINGS, INC.
RESTRICTED STOCK UNIT AGREEMENT
(Section 16 Officer)**

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is entered into between TELETECH HOLDINGS, INC., a Delaware corporation ("TeleTech"), and _____ ("Grantee"), as of _____ (the "Grant Date"). In consideration of the mutual promises and covenants made herein, the parties hereby agree as follows:

1. Grant of RSUs. Subject to the terms and conditions of the TeleTech Holdings, Inc. 1999 Stock Option Plan, as amended and restated (the "Plan"), a copy of which is attached hereto and incorporated herein by this reference, TeleTech grants to Grantee _____ RSUs (the "Award").

2. Rights Upon Certain Events.

(a) Rights Upon Termination of Service. If Grantee incurs a "Termination of Service" (as defined below) for any reason other than (i) for "Cause" (as defined herein), (ii) Grantee's death, or (iii) Grantee's mental, physical or emotional disability or condition (a "Disability"), Grantee shall retain rights of ownership to any then vested portion of the Award. Any unvested portion of the Award shall be immediately cancelled.

(b) Rights Upon Termination of Service For Cause. If Grantee incurs a Termination of Service for Cause, the RSUs shall be immediately cancelled.

(c) Rights Upon Grantee's Death or Disability. If Grantee incurs a Termination of Service as a result of Grantee's death or disability, Grantee shall retain any then vested portion of the Award. Any unvested portion of the Award shall be immediately cancelled.

3. Vesting.

(a) The RSU Award shall vest in four installments beginning on _____, as delineated in the table below:

Vesting Schedule	
Vesting Date	Cumulative Percentage
	25%
	25%
	25%
	25%

(b) Grantee must not have incurred a Termination of Service before any Vesting Date in order to vest in the portion of the RSUs that vest on such Vesting Date. No portion of the RSUs shall vest between Vesting Dates; if Grantee incurs a Termination of Service for any reason, then any portion of the RSUs that is scheduled to vest on any Vesting Date after the date Grantee's Termination of Service is terminated automatically shall be forfeited as of the Termination of Service.

3A. Vesting Following a Change in Control.

(a) Accelerated Vesting. Notwithstanding the vesting schedule contained in Section 3, upon a "Change in Control" (as hereinafter defined), any unvested Performance Vesting RSUs and Time Vesting RSUs that would otherwise vest on or after the effective date of the Change in Control shall be accelerated and become 100% vested on the effective date of the Change in Control; *provided, however*, that for purposes of a Change in Control pursuant to Section 3(b)(i) hereof, the unvested Performance Vesting RSUs and Time Vesting RSUs shall be deemed to have vested immediately prior to a Change in Control transaction described in Section 3(b)(i) hereof in order to allow such Performance Vesting RSUs and Time Vesting RSUs to participate in such Change in Control transaction.

(b) Definition of "Change in Control". For purposes of this Agreement, "Change in Control" means the occurrence of any one of the following events:

(i) any consolidation, merger or other similar transaction (A) involving TeleTech, if TeleTech is not the continuing or surviving corporation, or (B) which contemplates that all or substantially all of the business and/or assets of TeleTech will be controlled by another corporation;

(ii) any sale, lease, exchange or transfer (in one transaction or series of related transactions) of all or substantially all of the assets of TeleTech (a "Disposition"); *provided, however*, that the foregoing shall not apply to any Disposition to a corporation with respect to which, following such Disposition, more than 51% of the combined voting power of the then outstanding voting securities of such corporation is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of at least 51% of the then outstanding Common Stock and/or other voting securities of TeleTech immediately prior to such Disposition, in substantially the same proportion as their ownership immediately prior to such Disposition;

(iii) approval by the stockholders of TeleTech of any plan or proposal for the liquidation or dissolution of TeleTech, unless such plan or proposal is abandoned within 60 days following such approval;

(iv) the acquisition by any "person" (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended), or two or more persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) of 51% or more of the outstanding shares of voting stock of TeleTech; *provided, however*, that for purposes of the foregoing, "person" excludes Kenneth D. Tuchman and his affiliates; *provided, further* that the foregoing shall exclude any such acquisition (A) by any person made directly from TeleTech, (B) made by TeleTech or any Subsidiary, or (C) made by an employee benefit plan (or related trust) sponsored or maintained by TeleTech or any Subsidiary; or

(v) if, during any period of 15 consecutive calendar months commencing at any time on or after the Grant Date, those individuals (the "Continuing Directors") who either (A) were directors of TeleTech on the first day of each such 15-month period, or (B) subsequently became directors of TeleTech and whose actual election or initial nomination for election subsequent to that date was approved by a majority of the Continuing Directors then on the board of directors of TeleTech, cease to constitute a majority of the board of directors of TeleTech.

(c) Other Definitions. The following terms have the meanings ascribed to them below:

(i) "Cause" has the meaning given to such term, or to the term "For Cause" or other similar phrase, in Grantee's Employment Agreement with TeleTech or any Subsidiary, if any; provided, however, that if at any time Grantee's employment or service relationship with TeleTech or any Subsidiary is not governed by a written agreement or if such written agreement does not define "Cause," then the term "Cause" shall have the meaning given to such term in the Plan.

(ii) "Termination Date" means the date upon which Grantee incurs a Termination of Service and for a Grantee who is then an employee, shall mean the latest day on which Grantee is expected to report to work and is responsible for the performance of services to or on behalf of TeleTech or any Subsidiary, notwithstanding that Grantee may be entitled to receive payments from TeleTech (e.g., for unused vacation or sick time, severance payments, deferred compensation or otherwise) after such date; and

(iii) "Good Reason" means with respect to any Grantee who is an employee (A) any reduction in Grantee's base salary; provided that a reduction in Grantee's base salary of 10% or less does not constitute "Good Reason" if such reduction is effected in connection with a reduction in compensation that is applicable generally to officers and senior management of TeleTech; (B) Grantee's responsibilities or areas of supervision within TeleTech or its Subsidiaries are substantially reduced; or (C) Grantee's principal office is relocated outside the metropolitan area in which Grantee's office was located immediately prior to the Change in Control; provided, however, that temporary assignments made for the good of TeleTech's business shall not constitute such a move of office location. In addition, no termination of a Grantee's employment or service shall be deemed to be for Good Reason unless (i) Grantee provides TeleTech with written notice setting forth the specific facts or circumstances constituting Good Reason within thirty (30) days after the initial existence of the occurrence of such facts or circumstances, (ii) TeleTech or the Subsidiary which employs Grantee has failed to cure such facts or circumstances within thirty (30) days of its receipt of such written notice, and (iii) the effective date of the termination for Good Reason occurs no later than ninety (90) days after the initial existence of the facts or circumstances constituting Good Reason.

(iv) "Termination of Service" shall mean:

(a) As to an Independent Director, the time when a Participant who is an Independent Director ceases to be a Director for any reason, including, without limitation, a termination by resignation, failure to be elected, death or retirement, but excluding terminations where the Participant simultaneously commences employment with TeleTech or remains in employment or service with TeleTech or any Subsidiary in any capacity.

(b) As to an employee, the time when the employee-employer relationship between a Participant and TeleTech or any Subsidiary is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where the Participant simultaneously commences service with TeleTech as an Independent Director.

The Committee, in its sole discretion, shall determine the effect of all matters and questions relating to Terminations of Service, including, without limitation, the question of whether a Termination of Service resulted from a discharge for cause and all questions of whether particular leaves of absence constitute a Termination of Service; provided, however, that, with respect to Incentive Stock Options, unless the Committee otherwise provides in the terms of the Award Agreement or otherwise, a leave of absence, change in status from an employee to an Independent Director or other change in the employee-employer relationship shall constitute a Termination of Service only if, and to the extent that, such leave of absence, change in status or other change interrupts employment for the purposes of Section 422(a)(2) of the Code and the then applicable regulations and revenue rulings under said Section. For purposes of the Plan, a Participant's employee-employer relationship or Independent Director relations shall be deemed to be terminated in the event that the Subsidiary employing or contracting with such Participant ceases to remain a Subsidiary following any merger, sale of stock or other corporate transaction or event (including, without limitation, a spin-off).

(v) "Independent Director" means a Director of TeleTech who is not an employee of TeleTech or any Subsidiary.

3B. Settlement of Vested RSUs. RSUs subject to an Award shall be settled pursuant to the terms of the Plan as soon as reasonably practicable following the vesting thereof, but in no event later than March 15 of the calendar year following the calendar year in which the RSUs vest.

4. RSUs Not Transferable and Subject to Certain Restrictions. The RSUs subject to the Award may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, or pursuant to a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code").

5. Forfeiture If at any time during Grantee's employment or services relationship with TeleTech or at any time during the 12 month period following Grantee's Termination of Service, a Forfeiture Event (as defined below) occurs, then at the election of the Committee, (a) this Agreement and all unvested RSUs granted hereunder shall terminate and (b) Grantee shall return to TeleTech for cancellation all shares held by Grantee plus pay TeleTech the amount of any proceeds received from the sale of any shares to the extent such shares were issued pursuant to RSUs granted under this Agreement that vested (i) during the 24 month period immediately preceding the Forfeiture Event, or (ii) on the date of or at any time after such Forfeiture Event. "Forfeiture Event" means the following: (i) conduct related to Grantee's employment or service relationship for which criminal penalties may be sought; (ii) Grantee's commission of an act of fraud or intentional misrepresentation; (iii) Grantee's embezzlement or misappropriation or conversion of assets or opportunities of TeleTech or any Subsidiary; (iv) Grantee's breach of any the non-competition or non-solicitation provisions; (v) Grantee's disclosing or misusing any confidential or proprietary information of TeleTech or any Subsidiary or violation of any policy of TeleTech or any Subsidiary or duty of confidentiality; or (vi) any other material breach of the Code of Conduct or other appropriate and applicable policy of TeleTech or any Subsidiary. The Committee, in its sole discretion, may waive at any time in writing this forfeiture provision and release Grantee from liability hereunder.

6. Acceptance of Plan. Grantee hereby accepts and agrees to be bound by all the terms and conditions of the Plan.

7. No Right to Employment. Nothing herein contained shall confer upon Grantee any right to continuation of employment or service relationship by TeleTech or any Subsidiary, or interfere with the right of TeleTech or any Subsidiary to terminate at any time the employment or service relationship of Grantee. Nothing contained herein shall confer any rights upon Grantee as a stockholder of TeleTech, unless and until Grantee actually receives shares of Common Stock.

8. Adjustments. Subject to the sole discretion of the Board of Directors, TeleTech may, with respect to any vested RSUs that have not been settled pursuant to the Plan, make any adjustments necessary to prevent accretion, or to protect against dilution, in the number and kind of shares that may be used to settle vested RSUs in the event of a change in the corporate structure or shares of TeleTech; provided, however, that no adjustment shall be made for the issuance of preferred stock of TeleTech or the conversion of convertible preferred stock of TeleTech. For purposes of this Section 7, a change in the corporate structure or shares of TeleTech includes, without limitation, any change resulting from a recapitalization, stock split, stock dividend, consolidation, rights offering, spin-off, reorganization or liquidation, and any transaction in which shares of Common Stock are changed into or exchanged for a different number or kind of shares of stock or other securities of TeleTech or another entity.

9. No Other Rights. Grantee hereby acknowledges and agrees that, except as set forth herein, no other representations or promises, either oral or written, have been made by TeleTech, any Subsidiary or anyone acting on their behalf with respect to Grantee's rights under this Award, and Grantee hereby releases, acquits and forever discharges TeleTech, the Subsidiaries and anyone acting on their behalf of and from all claims, demands or causes of action whatsoever relating to any such representations or promises and waives forever any claim, demand or action against TeleTech, any Subsidiary or anyone acting on their behalf with respect thereto.

10. Confidentiality. **GRANTEE AGREES NOT TO DISCLOSE, DIRECTLY OR INDIRECTLY, TO ANY OTHER EMPLOYEE OF TELETECH AND TO KEEP CONFIDENTIAL ALL INFORMATION RELATING TO ANY AWARDS GRANTED TO GRANTEE, PURSUANT TO THE PLAN OR OTHERWISE, INCLUDING THE AMOUNT OF ANY SUCH AWARD AND THE RATE OF VESTING THEREOF; PROVIDED THAT GRANTEE SHALL BE ENTITLED TO DISCLOSE SUCH INFORMATION TO SUCH**

OF GRANTEE'S ADVISORS, REPRESENTATIVES OR AGENTS, OR TO SUCH OF TELETECH'S OFFICERS, ADVISORS, REPRESENTATIVES OR AGENTS (INCLUDING LEGAL AND ACCOUNTING ADVISORS), WHO HAVE A NEED TO KNOW SUCH INFORMATION FOR LEGITIMATE TAX, FINANCIAL PLANNING OR OTHER SUCH PURPOSES.

11. Severability. Any provision of this Agreement (or portion thereof) that is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 10, 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.

12. References. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

13. Entire Agreement. This Agreement (including the Plan) constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, oral or written, between TeleTech and Grantee relating to Grantee's entitlement to RSUs or similar benefits, under the Plan or otherwise.

14. Amendment. This Agreement may be amended and/or terminated at any time by mutual written agreement of TeleTech and Grantee; provided, however that TeleTech, in its sole discretion, may amend the definition of "Change in Control" in Section 3A(b) from time to time without the consent of Grantee.

15. Section 409A.

(a) Notwithstanding any provision herein to the contrary, for purposes of determining whether Grantee has incurred a Termination of Service for purposes of Section 3A hereof, Grantee will not be treated as having incurred a Termination of Service unless such termination constitutes a "separation from service" as defined for purposes of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). If Grantee has a "separation from service" following a Change in Control pursuant to Section 3A(a)(ii), the RSUs vesting as a result of such "separation from service" will be paid on a date determined by TeleTech within 5 days of Grantee's "separation from service." If Grantee is a "specified employee" (within the meaning of Section 409A) with respect to TeleTech at the time of a "separation from service" and Grantee becomes vested in RSUs as a consequence of a "separation from service," the delivery of property in settlement of such vested RSUs shall be delayed until the earliest date upon which such property may be delivered to Grantee without being subject to taxation under Section 409A.

(b) This Restricted Stock Unit Agreement and the Award are intended to be exempt from the provisions of Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, as providing for any payments to be made within the applicable "short-term deferral" period (within the meaning of Section 1.409A-1(b)(4) of the Department of Treasury regulations) following the lapse of a "substantial risk of forfeiture" (within the meaning of Section 1.409A-1(d) of the Department of Treasury regulations). Notwithstanding any provision of this Agreement to the contrary, in the event that the Committee determines that the Award may be subject to Section 409A of the Code, the Committee, in its sole discretion, may adopt such amendments to this Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, from time to time, without the consent of Grantee, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of penalty taxes under Section 409A of the Code.

16. No Third Party Beneficiary. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than Grantee and Grantee's respective successors and assigns expressly permitted herein, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. Governing Law. The construction and operation of this Agreement are governed by the laws of the State of Delaware (without regard to its conflict of laws provisions).

[SIGNATURE PAGE TO FOLLOW]

Executed as of the date first written above.

TELETECH HOLDINGS, INC.

By: _____
Name: John R. Troka, Jr.
Title: Interim Chief Financial Officer

Signature of _____ ("Grantee")

Grantee's Social Security Number

CERTIFICATIONS

I, Kenneth D. Tuchman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TeleTech Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 5, 2010

By: /s/ KENNETH D. TUCHMAN
Kenneth D. Tuchman
Chairman and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATIONS

I, John R. Troka, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of TeleTech Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 5, 2010

By: /s/ JOHN R. TROKA, JR.

John R. Troka, Jr.
Interim Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, the Chief Executive Officer of TeleTech Holdings, Inc. (the "Company"), hereby certifies that, to his knowledge on the date hereof:

- (a) the Form 10-Q of the Company for the quarter ended March 31, 2010 filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ KENNETH D. TUCHMAN
Kenneth D. Tuchman
Chairman and Chief Executive Officer

Date: May 5, 2010

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES—OXLEY ACT OF 2002**

The undersigned, the Interim Chief Financial Officer of TeleTech Holdings, Inc. (the "Company"), hereby certifies that, to his knowledge on the date hereof:

- (a) the Form 10-Q of the Company for the quarter ended March 31, 2010 filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ John R. Troka, Jr.

John R. Troka, Jr.
Interim Chief Financial Officer

Date: May 5, 2010