

PRIVATE & CONFIDENTIAL

To: The beneficial holders of interests in the following securities:

<u>Notes</u>	<u>ISIN*</u> <u>Reg S</u>	<u>ISIN*</u> <u>Rule 144A</u>
\$39,600,000 Fixed Senior Secured Rate Notes due 2025	XS2597953897	XS2597954432

7 May 2025

Ladies and Gentlemen,

Atento – Supplemental Consent Request

- 1 We refer to the note purchase agreement dated 15 February 2023 (as amended from time to time including most recently on 24 November 2023) between, among others, Atento Luxco 1 as Company (the "**Company**"), the persons listed therein as Note Purchasers, GLAS Trust Company LLC as Agent and GLAS Trust Corporation Limited as Security Agent (the "**NPA**"), pursuant to which the Company issued fixed rate senior secured notes due 2025 in an aggregate principal amount of \$39,600,000 (the "**Existing Notes**"), governed by terms and conditions attached to the NPA as amended and/or restated from time to time (the "**Conditions**").
- 2 We refer to the consent request dated 29 April 2025 and published by the Company (the "**Original Consent Request**"). This supplemental consent request (the "**Supplemental Consent Request**") is supplemental to, forms part of and should be read in conjunction with, the Original Consent Request. The Original Consent Request and this Supplemental Consent Request together being the "**Consent Request**".
- 3 Capitalised terms used but not defined in this letter shall take the meaning given to them in the NPA and the Conditions. References to conditions or paragraphs in this letter are references to the conditions and paragraphs of the Conditions unless expressly stated otherwise or the context so requires.

Background – FIDC Transaction and extension of Maturity Date

- 4 In order to further support the Company's working capital needs and liquidity position, the Company intends to raise capital by way of issuing *Fundo de Investimento em Direitos Creditórios* ("**FIDC**") in Brazil, pursuant to which Atento Brasil SA and Interfile Serviços de BPO Ltda (together, the "**FIDC Subsidiaries**"), each being indirect subsidiaries of the Company, would incorporate a receivables investment fund aimed at anticipating receivables arising from commercial agreements executed between the Companies and their clients (the "**FIDC Transaction**").
- 5 In connection with the FIDC Transaction, the Company intends to release Transaction Security with respect to Trade Receivables owed to the FIDC Subsidiaries to the extent that those receivables are transferred to the FIDC for the purpose of implementation of the FIDC Transaction (the "**Transaction Security Releases**") and amend the Conditions so that Trade Receivables owed to Atento Brasil and Interfile shall no longer be subject to Transaction Security (the "**Transaction Security Changes**"). It being acknowledged that for the purposes of implementation of the FIDC Transaction, the FIDC Subsidiaries shall first transfer

unencumbered Trade Receivables to the FIDC prior to transferring those Trade Receivables that represent Transaction Security.

- 6 Furthermore, the Company intends to make certain amendments to the terms of the Conditions to, *inter alia*, extend the Final Maturity Date to 17 May 2028, make certain amendments to the Clause 2.1(b) (*Interest*) of the Conditions and, subject to the sale of the Trade Receivables as part of a FIDC Transaction, to make certain amendments to the Clause 12.2 (*Loan to Value*) of the Conditions (the "**Notes Changes**").
- 7 In addition, and in order to further support the Group's working capital needs, the Company may wish to issue up to \$10,000,000 of additional senior secured notes pursuant to the NPA and the Conditions (such additional Notes being the "**Additional Notes**"). It is intended that the Additional Notes, once issued, will be fungible with, and form a single series with, the Existing Notes and may be provided by one or more existing Note Purchasers and/or third parties selected by the Company.
- 8 The terms of the NPA, the Conditions and the other Note Documents do not permit the Transaction Security Releases, the Transaction Security Changes or the Notes Changes without the consent of the Super Majority Note Purchasers.
- 9 Additionally, the terms of the Intercreditor Agreement do not permit the Transaction Security Releases or the Transaction Security Changes without the consent of, as it relates to the Note Purchasers, the Majority Existing 2025 Noteholders (as defined in the Intercreditor Agreement) and the Existing 2025 Notes Security Instructing Group (as defined in the Intercreditor Agreement). The terms of the NPA, the Conditions and the other Note Documents do not permit the issuance of additional Notes without the consent of the Majority Note Purchasers.
- 10 Furthermore, the terms of the Intercreditor Agreement do not permit certain of the Notes Changes without the consent of, as it relates to the Note Purchasers, the Majority Existing 2025 Noteholders (as defined in the Intercreditor Agreement).
- 11 Accordingly, in order to permit the Security Changes and the Notes Changes, the Company proposes that:
 - a. certain amendments be made to the NPA and the Conditions, and that the Conditions be amended and restated in substantially the forms set out in Schedule 1 (*Amended NPA*) and Schedule 2 (*Amended Conditions*) (together with such other changes to the Note Documents which may be required or desirable in connection with the FIDC Transaction, the Security Changes, the issuance of the Additional Notes and/or the Notes Changes) (the "**Existing Amendments**");
 - b. the Existing Amendments will be implemented by, and effective as from, the date of execution by the Agent of, an amendment and restatement agreement (the "**2025 Amendment Agreement**") documenting the Amendments to the NPA and the Conditions (and, if necessary, the other Note Documents) in form and substance substantially similar to the Amendment and Restatement Agreement (*mutatis mutandis* and to the extent applicable), subject to customary documentary conditions precedent (no more onerous on the Company or the Group than those provided under the NPA) for the provision of corporate resolutions and any updated constitutional documents, the confirmation of guarantees and Transaction Security by all Obligors as adjusted by any Transaction Security Changes (in the form and to the extent local counsel confirm necessary) and customary legal opinions, in each case reasonably satisfactory to the Agent), in each case to the extent counsel to the Company and the Majority Note Purchasers agree are required. The Agent and the Obligors will agree

such documentation on the terms set out herein and enter into such documentation promptly following request by the Company,

(the matters described in paragraphs 4 to 11 above together with any other step or action necessary or desirable in connection therewith (as determined by the Company in its sole discretion) are the "**Transactions**").

Consent Request

- 12 Pursuant to paragraph (a) of condition 26.2 (*Exceptions*) of the Conditions, certain terms of the Note Documents (including the Transaction Security Releases and Note Changes) may be amended or waived only with the consent of the Super Majority Note Purchasers and the Company and any such amendment or waiver will be binding on all Parties. Furthermore, pursuant to paragraph (a) of Clause 20.1 (*Required consents*), and paragraph (a) of Clause 20.2 (*Amendments and Waivers: Transaction Security Documents*), each of the Intercreditor Agreement, any term of the Intercreditor Agreement or the Security Documents (as defined in the Intercreditor Agreement) may be amended or waived with the consent of (as it relates to the Note Purchasers) the Majority Existing 2025 Noteholders and the Existing 2025 Notes Security Instructing Group.
- 13 Now therefore, in accordance with the provisions the Conditions as set out in paragraph 12 above and subject to the conditions stated herein, we hereby request that the Agent seek the consent of the Super Majority Note Purchasers under (and defined in) the Conditions (in their capacity as such and also in their respective capacities as the Super Majority Existing 2025 Noteholders and the Existing 2025 Notes Security Instructing Group) (the "**Requisite Consent**") to:
 - a. irrevocably and unconditionally agree and consent to the Amendments, and the amendment and restatement of the NPA and Conditions, each substantially in the forms set out in Schedule 1 (*Amended NPA*) and Schedule 2 (*Amended Conditions*) (the "**Amended Documents**"), such that such matters and the Transactions shall be permitted for all purposes under the Note Documents and therefore no Default, Event of Default or other breach of any term of any Note Document shall occur as a result of the entry into by the Company or any member of the Group of the Transactions or the documents set out in this paragraph 13 and the Company itself hereby irrevocably consents to the Transactions and effects such Consent on behalf of each of the Obligors in accordance with Condition 26.1(d) (*Required consents*), and Clauses 20.1 (*Required consents*) and 20.2 (*Amendments and Waivers: Transaction Security Documents*) of the Intercreditor Agreement;
 - b. irrevocably and unconditionally waive any conflicting terms or contrary requirements of the Debt Documents (including, without limitation, clause 3.5 (*Security and Guarantees*) of the Intercreditor Agreement as they relate to the Transaction Security Changes respectively);
 - c. irrevocably and unconditionally agree that, the Agent, the Security Agent and any other Secured Party be irrevocably and unconditionally authorized and instructed in accordance with the Debt Documents (as defined in the Intercreditor Agreement) to enter into such agreements and other documents (including release agreements, amendments to any existing Security Document (as defined in the Intercreditor Agreement), any new Security Document (as defined in the Intercreditor Agreement), updated forms of Schedule 4 of the NPA, and any other document (including any power of attorney, notice or instruction) necessary or desirable in order to implement the Transaction Security Releases; and

- d. subject only to receipt by the Agent of the Requisite Consent, irrevocably and unconditionally agree to (x) enter into (to the extent applicable), (y) instruct the Agent to enter into, and (z) instruct the Agent to instruct the Security Agent to enter into (to the extent relevant, and promptly following request by the Company):
 - i. the 2025 Amendment Agreement and each other document, agreement or similar referred to herein; and
 - ii. any other document required or desirable in connection with the Amendments or the Transactions as requested by the Company;

(the matters set out in this paragraph 13 together the “**Consents**”).

The Consents constitute a single proposal with respect to the proposed Amendments and Transactions, and a Consenting Note Purchaser must consent to the Consents in their entirety.

Procedure for Delivering Consents

- 14 A Note Purchaser may respond to this consent request by (i) submitting or requesting the relevant entity directly holding the Notes in an account with Euroclear or Clearstream (the “**Direct Participant**”) to submit on its behalf, a valid electronic instruction (an “**Electronic Consent Instruction**”) to Euroclear or Clearstream in accordance with the requirements established by the relevant Clearing System.
- 15 The Note Purchaser or its Direct Participant must clearly state in the Electronic Consent Instruction whether they accept or reject the request for Consents, the aggregate principal amount of Notes with respect to which the Note Purchaser wishes to deliver the Consents; the name of the Direct Participant, the securities account number for Euroclear or Clearstream in which the Notes are held; and the name of the beneficial owner, their email address and telephone number.
- 16 All of the information in the Electronic Consent Instruction will be disclosed to the Company, the Agent and the information and tabulation agent appointed in connection with the Transactions. A separate Electronic Consent Instruction must be submitted by or on behalf of each beneficial owner, and for the avoidance of doubt each Electronic Consent Instruction will be irrevocable.
- 17 The Consents provided by a Note Purchaser will, on acceptance by the Company and verification to the relevant Note Purchaser, constitute a binding agreement between such Note Purchaser and the Company in accordance with the terms, and subject to the conditions, set forth in this letter and the Electronic Consent Instruction. Such Consents will be binding on the consenting Note Purchaser, in respect of all matters upon receipt by Euroclear or Clearstream of a valid Electronic Consent Instruction.
- 18 The Electronic Consent Instructions by which Note Purchasers will deliver their Consent will include an authorization of Euroclear or Clearstream, as the case may be, to block the Notes for which Consents are delivered in the account of the Direct Participant so that no transfers may be effected in relation to such Notes at any time from and including the date on which the Direct Participant submits its Electronic Consent Instruction until the earliest of the Consent Time or the date on which the request for Consents is terminated or withdrawn by the Company in accordance with paragraph 23 below.
- 19 The deadlines imposed by each of Euroclear and Clearstream for the submission of Electronic Consent Instructions may be earlier than the relevant deadlines specified in this letter.

Consent time

- 20 We request that the Note Purchasers confirm their responses (whether affirmative or negative, in accordance with paragraphs 14 to 19 above) by no later than 5:00 p.m. (London time) on Wednesday, 14 May 2025 (the "**Consent Time**") and the Agent provides confirmation by returning a counter-signed version of this letter to us, promptly upon receipt of the Requisite Consent (the "**Agent Confirmation**").
- 21 We refer to Condition 26.4 (*Replacement of Note Purchase*) of the Conditions, and note that if at any time a Note Purchaser becomes a Non-Consenting Note Purchaser then the Company may, on not less than 5 Business Days' written notice to such Non-Consenting Note Purchaser (i) replace such Non-Consenting Note Purchaser by requiring them to transfer all of its rights and obligations under the Note Documents to a Replacement Noteholder for a purchase price in cash equal to the outstanding principal amount of such Non-Consenting Note Purchaser's holding of the outstanding Notes and all accrued interest and other amounts payable, or (ii) prepay all or any part of such Non-Consenting Note Purchaser's Notes and all accrued interest and other amounts payable.
- 22 The Consents requested in paragraph 13, shall, subject to the conditions set out in this letter and receipt of the requisite number of affirmative responses from the Note Purchasers, be effective immediately upon receipt by the Agent of the Requisite Consent under the Conditions (which may occur prior to the Consent Time), and by providing the Requisite Consent, the requisite group of Note Purchasers irrevocably and unconditionally authorize and instruct the Agent to countersign this letter (and instruct the Agent in the terms set out in paragraph 13b above) and confirm such effectiveness.

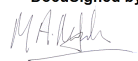
Miscellaneous

- 23 We reserve the right to amend and/or withdraw this consent request, in whole or in part, at any time. In addition, we may extend the Consent Time. Any consent granted prior to the amendment of the consent request shall be binding on all Note Purchasers (including any Consenting Note Purchasers) unless the amendment of the consent request is materially adverse to the interests of such Note Purchaser (in the reasonable opinion of the Company, acting in good faith).
- 24 The consent of a Note Purchaser (a "**Transferring Note Purchaser**") to the Consents will bind any Note Purchaser that acquires by way of an assignment or transfer (including by way of novation) any of a Transferring Note Purchaser's rights, obligations and/or Notes (a "**New Consenting Note Purchaser**") after the date on which that Transferring Note Purchaser notifies the Agent in writing of its consent to the Consents pursuant to a Consent Confirmation, and by providing a Consent Confirmation each Transferring Note Purchaser also irrevocably agrees to procure that any such assignment or transfer is completed on this basis. Such consent and agreement provided by the relevant Transferring Note Purchaser above will remain valid and binding on the New Consenting Note Purchaser to the extent of the New Consenting Note Purchaser's ownership of the relevant Notes and it shall have the same rights in relation thereto as the Transferring Note Purchaser did prior to the assignment or transfer. For the avoidance of doubt, where there has been an assignment or transfer of any of the rights, obligations and/or Notes of a Transferring Note Purchaser, any Consent Fee shall be earned by, and paid to, the relevant New Consenting Note Purchaser and not the Transferring Note Purchaser.
- 25 By providing an Agent Confirmation, the Agent agrees that:
- (i) this letter is a Note Document for the purpose of the Conditions and except as varied by the terms of this letter the Note Documents remain in full force and effect;

- (ii) any reference in the Note Documents to the Conditions shall be construed as a reference to the relevant Conditions as varied by the terms of this letter;
 - (iii) nothing in this letter or the Agent Confirmation shall constitute or be construed as a waiver or compromise of any other term or condition of the Note Documents or any of the Note Parties' rights and obligations which for the avoidance of doubt shall continue to apply in full force and effect; and
 - (iv) the provisions of conditions 22 (*Notices*) and 24 (*Partial Invalidity*) of the Conditions are incorporated into this letter, *mutatis mutandis*, as if set out in full in this letter.
- 26 This letter may be signed in any number of counterparts, by each party hereto on separate counterparts, and this shall have the same effect as if the signatures on the counterparts were on a single copy of this letter. Delivery of a counterpart of this agreement by email attachment or telecopy shall be an effective mode of delivery.
- 27 A person who is not a party to this letter may not rely on it and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 28 This letter, the Agent Confirmation and any non-contractual obligations arising out of or in relation to this letter or the Agent Confirmations shall be governed by English law. The provisions of condition 30.1 (*Jurisdiction of English courts*) of the Conditions are incorporated into this letter, *mutatis mutandis*, as if set out in full in this letter and as if references in those conditions to "the Notes" or "these Conditions" are references to this letter.

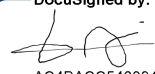
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Yours faithfully,

DocuSigned by:

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.....
Name: Mark Nelson-Smith
Title: Director

For and on behalf of
ATENTO LUXCO 1
as Company and Obligors' Agent

DocuSigned by:

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.....
Name: Nicolas Charbonnet
Title: Director

We acknowledge and agree to the above and confirm that the Requisite Consent has been received.

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for and on behalf of

GLAS TRUST COMPANY LLC

as Agent acting on the instructions of the Majority Note Purchasers (as defined in the Conditions)

Name:

Title:

Date: