

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

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

For the fiscal year ended March 31, 2007

OR

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

For the transition period from _____ to _____

OR

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

Date of event requiring this shell company report _____

Commission file number 001-32945

WNS (Holdings) Limited

(Exact Name of Registrant as Specified in Its Charter)

Not Applicable
(Translation of Registrant's Name Into English)

Jersey, Channel Islands
(Jurisdiction of Incorporation or Organization)

Gate 4, Godrej & Boyce Complex
Pirojshanagar, Vikhroli(W)
Mumbai 400 079, India
(91-22) 4095-2100

(Address and Telephone Number of Principal Executive Offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of Each Class

Name of Each Exchange
on Which Registered

American Depositary Shares, each represented by
one Ordinary Share, par value 10 pence per share

The New York Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act

None

(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

As of March 31, 2007, 41,842,879 ordinary shares, par value 10 pence per share, were issued and outstanding, of which 18,607,728 ordinary shares were held in the form of 18,607,728 American Depositary Shares, or ADSs. Each ADS represents one ordinary share.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Note — Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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 is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of “accelerated filer and large accelerated filer” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this report is an annual report, indicate by check mark if the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

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[the Commercial Office Building](#)

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[EX-15.1 Consent of Ernst & Young, independent registered public accounting firm](#)

CONVENTIONS USED IN THIS ANNUAL REPORT

In this annual report, references to “US” are to the United States of America, its territories and its possessions. References to “UK” are to the United Kingdom. References to “India” are to the Republic of India. References to “\$” or “dollars” or “US dollars” are to the legal currency of the US and references to “Rs.” or “rupees” or “Indian rupees” are to the legal currency of India. References to “pound sterling” or “£” are to the legal currency of the UK. References to “pence” are to the legal currency of Jersey, Channel Islands. Our financial statements are presented in US dollars and are prepared in accordance with US generally accepted accounting principles, or US GAAP. References to a particular “fiscal” year are to our fiscal year ended March 31 of that year. Any discrepancies in any table between totals and sums of the amounts listed are due to rounding. Names of our clients are listed in alphabetical order in this annual report, unless otherwise stated.

We also refer in various places within this annual report to “revenue less repair payments,” which is a non-GAAP measure that is calculated as revenue less payments to automobile repair centers and more fully explained in “Item 5. Operating and Financial Review and Prospects.” The presentation of this non-GAAP information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with US GAAP.

We also refer to information regarding the business process outsourcing industry, our company and our competitors from market research reports, analyst reports and other publicly available sources. Although we believe that this information is reliable, we have not independently verified the accuracy and completeness of the information. We caution you not to place undue reliance on this data.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This annual report contains “forward-looking statements” that are based on our current expectations, assumptions, estimates and projections about our company and our industry. The forward-looking statements are subject to various risks and uncertainties. Generally, these forward-looking statements can be identified by the use of forward-looking terminology such as “anticipate,” “believe,” “estimate,” “expect,” “intend,” “will,” “project,” “seek,” “should” and similar expressions. Those statements include, among other things, the discussions of our business strategy and expectations concerning our market position, future operations, margins, profitability, liquidity and capital resources. We caution you that reliance on any forward-looking statement involves risks and uncertainties, and that although we believe that the assumptions on which our forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate, and, as a result, the forward-looking statements based on those assumptions could be materially incorrect. These factors include but are not limited to:

- technological innovation;
- telecommunications or technology disruptions;
- future regulatory actions and conditions in our operating areas;
- our dependence on a limited number of clients in a limited number of industries;
- our ability to attract and retain clients;
- our ability to expand our business or effectively manage growth;
- our ability to hire and retain enough sufficiently trained employees to support our operations;
- negative public reaction in the US or the UK to offshore outsourcing;
- regulatory, legislative and judicial developments;
- increasing competition in the business process outsourcing industry;
- political or economic instability in India, Sri Lanka and Jersey;
- worldwide economic and business conditions; and
- our ability to successfully consummate strategic acquisitions.

These and other factors are more fully discussed in “Item 3. Key Information — D. Risk Factors,” “Item 5. Operating and Financial Review and Prospects” and elsewhere in this annual report. In light of these and other uncertainties, you should not

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conclude that we will necessarily achieve any plans, objectives or projected financial results referred to in any of the forward-looking statements. Except as required by law, we do not undertake to release revisions of any of these forward-looking statements to reflect future events or circumstances.

PART I**ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS**

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION**A. Selected Financial Data**

The selected consolidated statement of operations data presented below for fiscal 2007, 2006 and 2005, and the selected consolidated balance sheet data as of March 31, 2007 and 2006, have been derived from our consolidated financial statements included elsewhere in this annual report. The selected consolidated statement of operations data presented below for fiscal 2004 and 2003 and the selected consolidated balance sheet data as of March 31, 2005 and 2004 have been derived from our consolidated financial statements which are not included in this annual report. Our consolidated financial statements are prepared and presented in accordance with US GAAP. Our historical results do not necessarily indicate our results expected for any future period.

You should read the following information in conjunction with “Item 5. Operating and Financial Review and Prospects,” and our consolidated financial statements included elsewhere in this annual report.

| | For the Year Ended March 31, | | | | |
|---|------------------------------|------------|------------|------------|------------|
| | 2007 | 2006 | 2005 | 2004 | 2003 |
| (US dollars in millions, except share and per share data) | | | | | |
| Consolidated Statement of Operations Data: | | | | | |
| Revenue | \$ 352.3 | \$ 202.8 | \$ 162.2 | \$ 104.1 | \$ 54.6 |
| Cost of revenue ⁽¹⁾ | 271.2 | 145.7 | 140.3 | 89.7 | 42.8 |
| Gross profit | 81.1 | 57.1 | 21.9 | 14.4 | 11.8 |
| Operating expenses: | | | | | |
| Selling, general and administrative expenses ⁽¹⁾ | 52.5 | 36.3 | 24.9 | 18.8 | 10.9 |
| Amortization of intangible assets | 1.9 | 0.9 | 1.4 | 2.6 | 1.8 |
| Operating income (loss) | 26.8 | 19.9 | (4.4) | (7.0) | (0.9) |
| Other income, net | 2.5 | 0.5 | 0.2 | 0.3 | 0.3 |
| Interest expense | (0.1) | (0.4) | (0.5) | (0.1) | (0.1) |
| Income (loss) before income taxes | 29.2 | 19.9 | (4.7) | (6.8) | (0.7) |
| Provision for income taxes | (2.6) | (1.6) | (1.1) | 0.0 | (1.0) |
| Net income (loss) | \$ 26.6 | \$ 18.3 | \$ (5.8) | \$ (6.7) | \$ (1.7) |
| Income (loss) per share/ADS: | | | | | |
| Basic | \$ 0.69 | \$ 0.56 | \$ (0.19) | \$ (0.22) | \$ (0.07) |
| Diluted | \$ 0.65 | \$ 0.52 | \$ (0.19) | \$ (0.22) | \$ (0.07) |
| Weighted-average shares/ADSs outstanding (basic) | 38,608,188 | 32,874,299 | 30,969,658 | 30,795,888 | 26,243,833 |
| Weighted-average shares/ADSs outstanding (diluted) | 41,120,497 | 35,029,766 | 30,969,658 | 30,795,888 | 26,243,833 |

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| | As of March 31, | | | |
|---|-----------------|---------|--------|---------|
| | 2007 | 2006 | 2005 | 2004 |
| (US dollars in millions) | | | | |
| Consolidated Balance Sheet Data: | | | | |
| <i>Assets</i> | | | | |
| Cash and cash equivalents | \$ 112.3 | \$ 18.5 | \$ 9.1 | \$ 14.8 |
| Bank deposits | 12.0 | — | — | — |
| Accounts receivable, net | 40.6 | 28.1 | 25.2 | 18.1 |
| Other current assets(2) | 18.5 | 10.8 | 9.7 | 9.5 |
| Total current assets | 183.4 | 57.4 | 44.0 | 42.5 |
| Deposits and deferred tax asset | 6.2 | 4.3 | 2.6 | 1.3 |
| Goodwill and intangible assets, net | 44.5 | 42.5 | 26.7 | 27.6 |
| Property and equipment, net | 41.8 | 30.6 | 24.7 | 15.3 |
| Total assets | 275.9 | 134.8 | 98.0 | 86.6 |
| <i>Liabilities and Shareholders' Equity</i> | | | | |
| Note payable | — | — | 10.0 | — |
| Total current liabilities | 63.4 | 53.3 | 54.8 | 39.4 |
| Deferred tax liabilities — non-current | 0.0 | 2.3 | — | — |
| Other non-current liabilities(3) | 7.0 | 1.0 | 0.2 | 0.5 |
| Total shareholders' equity | 205.5 | 78.2 | 43.0 | 46.7 |
| Total liabilities and shareholders' equity | 275.9 | 134.8 | 98.0 | 86.6 |

The following tables set forth for the periods indicated selected consolidated financial data:

| | For the Year Ended March 31, | | | | |
|---|------------------------------|----------|---------|---------|---------|
| | 2007 | 2006 | 2005 | 2004 | 2003 |
| (US dollars in millions, except percentages and employee data) | | | | | |
| Other Consolidated Financial Data: | | | | | |
| Revenue | \$ 352.3 | \$ 202.8 | \$162.2 | \$104.1 | \$ 54.6 |
| Gross profit as a percentage of revenue | 23.0% | 28.1% | 13.5% | 13.8% | 21.6% |
| Operating income (loss) as a percentage of revenue | 7.6% | 9.8% | (2.7)% | (6.7)% | (1.6)% |
| Other Unaudited Consolidated Financial and Operating Data: | | | | | |
| Revenue less repair payments(4) | \$ 219.7 | \$ 147.9 | \$ 99.0 | \$ 49.9 | \$ 25.6 |
| Gross profit as a percentage of revenue less repair payments | 36.9% | 38.6% | 22.1% | 28.9% | 46.1% |
| Operating income (loss) as a percentage of revenue less repair payments | 12.2% | 13.4% | (4.4)% | (14.1)% | (3.6)% |
| Number of employees (at period end) | 15,084 | 10,433 | 7,176 | 4,472 | 2,348 |

Notes:

(1) Includes the following share-based compensation amounts:

| | For the Year Ended March 31, | | | | |
|--|------------------------------|-------|-------|-------|-------|
| | 2007 | 2006 | 2005 | 2004 | 2003 |
| (US dollars in millions) | | | | | |
| Cost of revenue | \$1.0 | \$0.1 | \$0.0 | \$0.0 | \$0.0 |
| Selling, general and administrative expenses | 2.7 | 1.8 | 0.2 | 0.2 | 0.1 |

(2) Consists of funds held for clients, employee receivables, prepaid expenses, prepaid income taxes, deferred tax assets and other current assets.

(3) Consists of obligation under capital leases — non-current, deferred revenue — non-current, deferred rent and accrued pension liability.

(4) Revenue less repair payments is a non-GAAP measure. See the explanation below, as well as “Item 5. Operating and Financial Review and Prospects — Overview” and notes to our consolidated financial statements included elsewhere in this annual report. The following table reconciles our revenue (a GAAP measure) to revenue less repair payments (a non-GAAP measure):

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| | For the Year Ended March 31, | | | | |
|-----------------------------------|------------------------------|-----------------|----------------|----------------|----------------|
| | 2007 | 2006 | 2005 | 2004 | 2003 |
| Revenue | \$ 352.3 | \$ 202.8 | \$ 162.2 | \$ 104.1 | \$ 54.6 |
| Less: Payments to repair centers. | 132.6 | 54.9 | 63.2 | 54.2 | 29.0 |
| Revenue less repair payments | <u>\$ 219.7</u> | <u>\$ 147.9</u> | <u>\$ 99.0</u> | <u>\$ 49.9</u> | <u>\$ 25.6</u> |

We have two reportable segments for financial statement reporting purposes — WNS Global BPO and WNS Auto Claims BPO. In our WNS Auto Claims BPO segment, we provide claims handling and accident management services, where we arrange for automobile repairs through a network of repair centers. In our accident management services, we act as the principal in our dealings with the repair centers and our clients. The amounts invoiced to our clients for payments made by us to repair centers is reported as revenue. Since we wholly subcontract the repairs to the repair centers, we use revenue less repair payments as a primary measure to allocate resources and measure operating performance.

Revenue less repair payments is a non-GAAP measure. We believe that the presentation of this non-GAAP measure in this annual report provides useful information for investors regarding the financial performance of our business and our two reportable segments. See “Item 5. Operating and Financial Review and Prospects — Results by Reportable Segment.” The presentation of this non-GAAP information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with US GAAP. Our revenue less repair payments may not be comparable to similarly titled measures reported by other companies due to potential differences in the method of calculation.

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

This annual report contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of a number of factors, including those described in the following risk factors and elsewhere in this annual report. If any of the following risks actually occur, our business, financial condition and results of operations could suffer and the trading price of our ADSs could decline.

Risks Related to Our Business

We may be unable to effectively manage our rapid growth and maintain effective internal controls, which could have a material adverse effect on our operations, results of operations and financial condition.

Since we were founded in April 1996, and especially since Warburg Pincus & Co., or Warburg Pincus, acquired a controlling stake in our company in May 2002, we have experienced rapid growth and significantly expanded our operations. Our revenue has grown at a compound annual growth rate of 47.4% to \$352.3 million in fiscal 2007 from \$162.2 million in fiscal 2005. Our revenue less repair payments has grown at a compound annual growth rate of 49.0% to \$219.7 million in fiscal 2007 from \$99.0 million in fiscal 2005. We have established delivery centers in four locations in India, in Sri Lanka and in the UK. Our employees have increased to 15,084 as of March 31, 2007 from 7,176 as of March 31, 2005. In fiscal 2008, we intend to set up new delivery centers in Pune, Mumbai, Gurgaon and Bucharest. We intend to continue expansion in the foreseeable future to pursue existing and potential market opportunities.

This rapid growth places significant demands on our management and operational resources. In order to manage growth effectively, we must implement and improve operational systems, procedures and internal controls on a timely basis. If we fail to implement these systems, procedures and controls on a timely basis, we may not be able to service our clients’ needs, hire and retain new employees, pursue new business, complete future acquisitions or operate our business effectively. Failure to effectively transfer new client business to our delivery centers, properly budget transfer costs or accurately estimate operational

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costs associated with new contracts could result in delays in executing client contracts, trigger service level penalties or cause our profit margins not to meet our expectations or our historical profit margins. As a result of any of these problems associated with expansion, our business, results of operations, financial condition and cash flows could be materially and adversely affected.

A few major clients account for a significant portion of our revenue and any loss of business from these clients could reduce our revenue and significantly harm our business.

We have derived and believe that we will continue to derive in the near term a significant portion of our revenue from a limited number of large clients. For fiscal 2007 and 2006, our five largest clients accounted for 55.2% and 41.0% of our revenue and 45.7% and 52.8% of our revenue less repair payments. Our contracts with one of our major clients, AVIVA, provide the client options, exercisable at the client's election with six months' notice, to require us to transfer the relevant projects and operations of our facilities at Sri Lanka and Pune to this client. On January 1, 2007, AVIVA exercised its call option requiring us to transfer the Sri Lanka facility to AVIVA effective July 1, 2007. For fiscal 2007, 2006 and 2005, the Sri Lanka facility accounted for 1.9%, 3.3% and 1.1% of our revenue, respectively, and 3.0%, 4.5% and 1.7% of our revenue less repair payments, respectively. AVIVA's call option regarding the Pune facility, if exercised, would require us to transfer the facility at Pune to AVIVA on or after December 31, 2007. AVIVA may give us notice to exercise its call option regarding the Pune facility at any time on or after July 1, 2007. For fiscal 2007, 2006 and 2005, the Pune facility accounted for 5.2%, 6.5% and 5.1% of our revenue, respectively, and 8.3%, 8.8% and 8.4% of our revenue less repair payments, respectively. See "— We may lose some or all of the revenue generated by one of our major clients."

In addition, the volume of work performed for specific clients is likely to vary from year to year, particularly since we may not be the exclusive outside service provider for our clients. Thus, a major client in one year may not provide the same level of revenue in any subsequent year. The loss of some or all of the business of any large client could have a material adverse effect on our business, results of operations, financial condition and cash flows. A number of factors other than our performance could cause the loss of or reduction in business or revenue from a client, and these factors are not predictable. For example, a client may demand price reductions, change its outsourcing strategy or move work in-house. A client may also be acquired by a company with a different outsourcing strategy that intends to switch to another business process outsourcing service provider or return work in-house.

We may lose some or all of the revenue generated by one of our major clients.

Our contracts with one of our five largest clients, AVIVA, to provide business process outsourcing services grant AVIVA the option, exercisable at AVIVA's election with six months' notice, to require us to transfer the relevant projects and operations of our facilities at Sri Lanka and Pune to this client. On January 1, 2007, AVIVA exercised its call option requiring us to transfer the Sri Lanka facility to AVIVA effective July 1, 2007. Effective July 1, 2007, we will lose all revenues generated by the Sri Lanka facility and this will negatively impact our revenues and result of operations. For fiscal 2007, 2006 and 2005, the Sri Lanka facility accounted for 1.9%, 3.3% and 1.1% of our revenue, respectively, and 3.0%, 4.5% and 1.7% of our revenue less repair payments, respectively. If the option to transfer the Pune facility is exercised, we will be required to transfer the AVIVA Pune facility to AVIVA on or after December 31, 2007 and we lose all revenue from AVIVA. AVIVA may give us notice to exercise its call option regarding the Pune facility at any time on or after July 1, 2007. For fiscal 2007, 2006 and 2005, the Pune facility accounted for 5.2%, 6.5% and 5.1% of our revenue, respectively, and 8.3%, 8.8% and 8.4% of our revenue less repair payments, respectively. This loss of revenue would have a material impact on our business, results of operations, financial condition and cash flows, particularly during the quarter in which the options takes effect.

We may in the future enter into similar contracts with other clients, in which case we would be subject to risks similar to those described above.

Our revenue is highly dependent on a few industries and any decrease in demand for outsourced services in these industries could reduce our revenue and seriously harm our business.

A substantial portion of our clients are concentrated in the travel industry and the banking, financial services and insurance, or BFSI, industry. In fiscal 2007 and 2006, 22.8% and 33.1% of our revenue and 36.6% and 45.4% of our revenue less repair payments were derived from clients in the travel industry. During the same periods, clients in the BFSI industry contributed 61.8% and 55.6% of our revenue and 38.7% and 39.1% of our revenue less repair payments. Our business and growth largely depend on continued demand for our services from clients in these industries and other industries that we may target in the future, as well as on trends in these industries to outsource business processes. A downturn in any of our targeted industries, particularly

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the travel or BFSI industries, a slowdown or reversal of the trend to outsource business processes in any of these industries or the introduction of regulation which restricts or discourages companies from outsourcing could result in a decrease in the demand for our services and adversely affect our results of operations.

Other developments may also lead to a decline in the demand for our services in these industries. For example, consolidation in any of these industries or acquisitions, particularly involving our clients, may decrease the potential number of buyers of our services. Any significant reduction in or the elimination of the use of the services we provide within any of these industries would result in reduced revenue and harm our business. Our clients may experience rapid changes in their prospects, substantial price competition and pressure on their profitability. Although such pressures can encourage outsourcing as a cost reduction measure, they may also result in increasing pressure on us from clients in these key industries to lower our prices, which could negatively affect our business, results of operations, financial condition and cash flows.

Our senior management team and other key team members in our business units are critical to our continued success and the loss of such personnel could harm our business.

Our future success substantially depends on the continued service and performance of the members of our senior management team and other key team members in each of our business units. These personnel possess technical and business capabilities including domain expertise that are difficult to replace. There is intense competition for experienced senior management and personnel with technical and industry expertise in the business process outsourcing industry, and we may not be able to retain our key personnel. Although we have entered into employment contracts with our executive officers, certain terms of those agreements may not be enforceable and in any event these agreements do not ensure the continued service of these executive officers. The loss of key members of our senior management or other key team members, particularly to competitors, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We may fail to attract and retain enough sufficiently trained employees to support our operations, as competition for highly skilled personnel is intense and we experience significant employee attrition. These factors could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The business process outsourcing industry relies on large numbers of skilled employees, and our success depends to a significant extent on our ability to attract, hire, train and retain qualified employees. The business process outsourcing industry, including our company, experiences high employee attrition. In fiscal 2007, our attrition rate for associates (employees who execute business processes for our clients following their completion of a six-month probationary period) was approximately 43% which we believe is broadly in line with our peers in the offshore business process outsourcing industry. There is significant competition in India for professionals with the skills necessary to perform the services we offer to our clients. Increased competition for these professionals, in the business process outsourcing industry or otherwise, could have an adverse effect on us. A significant increase in the attrition rate among employees with specialized skills could decrease our operating efficiency and productivity and could lead to a decline in demand for our services.

In addition, our ability to maintain and renew existing engagements and obtain new businesses will depend, in large part, on our ability to attract, train and retain personnel with skills that enable us to keep pace with growing demands for outsourcing, evolving industry standards and changing client preferences. Our failure either to attract, train and retain personnel with the qualifications necessary to fulfill the needs of our existing and future clients or to assimilate new employees successfully could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Wage increases in India may prevent us from sustaining our competitive advantage and may reduce our profit margin.

Salaries and related benefits of our operations staff and other employees in India are among our most significant costs. Wage costs in India have historically been significantly lower than wage costs in the US and Europe for comparably skilled professionals, which has been one of our competitive advantages. However, because of rapid economic growth in India, increased demand for business process outsourcing to India and increased competition for skilled employees in India, wages for comparably skilled employees in India are increasing at a faster rate than in the US and Europe, which may reduce this competitive advantage. In addition, if the US dollar or the pound sterling declines in value against the Indian rupee, wages in the US or the UK will decrease relative to wages in India, which may further reduce our competitive advantage. We may need to increase our levels of employee compensation more rapidly than in the past to remain competitive in attracting the quantity and quality of employees that our business requires. Wage increases may reduce our profit margins and have a material adverse effect on our financial condition and cash flows.

Our operating results may differ from period to period, which may make it difficult for us to prepare accurate internal financial forecasts and respond in a timely manner to offset such period to period fluctuations.

Our operating results may differ significantly from period to period due to factors such as client losses, variations in the volume of business from clients resulting from changes in our clients' operations, the business decisions of our clients regarding the use of our services, delays or difficulties in expanding our operational facilities and infrastructure, changes to our pricing structure or that of our competitors, inaccurate estimates of resources and time required to complete ongoing projects, currency fluctuation and seasonal changes in the operations of our clients. For example, our clients in the travel industry experience seasonal changes in their operations in connection with the year-end holiday season and the school year, as well as episodic factors such as adverse weather conditions or strikes by pilots or air traffic controllers. Transaction volumes can be impacted by market conditions affecting the travel and insurance industries, including natural disasters, health scares (such as severe acute respiratory syndrome, or SARS, and avian influenza, or bird flu) and terrorist attacks. In addition, some of our contracts do not commit our clients to providing us with a specific volume of business.

In addition, the long sales cycle for our services, which typically ranges from three to 12 months, and the internal budget and approval processes of our prospective clients makes it difficult to predict the timing of new client engagements. Revenue is recognized upon actual provision of services and when the criteria for recognition are achieved. Accordingly, the financial benefit of gaining a new client may be delayed due to delays in the implementation of our services. These factors may make it difficult for us to prepare accurate internal financial forecasts or replace anticipated revenue that we do not receive as a result of those delays. Due to the above factors, it is possible that in some future quarters our operating results may be significantly below the expectations of the public market, analysts and investors.

Our clients may terminate contracts before completion or choose not to renew contracts which could adversely affect our business and reduce our revenue.

The terms of our client contracts typically range from three to five years. Many of our client contracts can be terminated by our clients with or without cause, with three to six months' notice and, in most cases, without penalty. The termination of a substantial percentage of these contracts could adversely affect our business and reduce our revenue. Contracts representing 10.2% of our revenue and 16.4% of our revenue less repair payments from our clients in fiscal 2007 will expire on or before March 31, 2008. Failure to meet contractual requirements could result in cancellation or non-renewal of a contract. Some of our contracts may be terminated by the client if certain of our key personnel working on the client project leave our employment and we are unable to find suitable replacements. In addition, a contract termination or significant reduction in work assigned to us by a major client could cause us to experience a higher than expected number of unassigned employees, which would increase our cost of revenue as a percentage of revenue until we are able to reduce or reallocate our headcount. We may not be able to replace any client that elects to terminate or not renew its contract with us, which would adversely affect our business and revenue.

Some of our client contracts contain provisions which, if triggered, could result in lower future revenue and have an adverse effect on our business.

If our clients agree to provide us with a specified volume and scale of business or to provide us with business for a specified minimum duration, we may, in return, agree to include certain provisions in our contracts with such clients which provide for downward revision of our prices under certain circumstances. For example, certain client contracts provide that if during the term of the contract, we were to offer similar services to any other client on terms and conditions more favorable than those provided in the contract, we would be obliged to offer equally favorable terms and conditions to the client. This may result in lower revenue and profits under these contracts. Certain other contracts allow a client in certain limited circumstances to request a benchmark study comparing our pricing and performance with that of an agreed list of other service providers for comparable services. Based on the results of the study and depending on the reasons for any unfavorable variance, we may be required to make improvements in the service we provide or to reduce the pricing for services to be performed under the remaining term of the contract.

Some of our client contracts provide that during the term of the contract and under specified circumstances, we may not provide similar services to their competitors. Some of our contracts also provide that, during the term of the contract and for a certain period thereafter ranging from six to 12 months, we may not provide similar services to certain or any of their competitors using the same personnel. These restrictions may hamper our ability to compete for and provide services to other clients in the same industry, which may result in lower future revenue and profitability.

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Some of our contracts specify that if a change in control of our company occurs during the term of the contract, the client has the right to terminate the contract. These provisions may result in our contracts being terminated if there is such a change in control, resulting in a potential loss of revenue.

Some of our client contracts also contain provisions that would require us to pay penalties to our clients if we do not meet pre-agreed service level requirements. Failure to meet these requirements could result in the payment of significant penalties by us to our clients which in turn could have an adverse effect on our business, results of operations, financial condition and cash flows.

We enter into long-term contracts with our clients, and our failure to estimate the resources and time required for our contracts may negatively affect our profitability.

The terms of our client contracts typically range from three to five years. In many of our contracts we commit to long-term pricing with our clients and therefore bear the risk of cost overruns, completion delays and wage inflation in connection with these contracts. If we fail to estimate accurately the resources and time required for a contract, future wage inflation rates or currency exchange rates, or if we fail to complete our contractual obligations within the contracted timeframe, our revenue and profitability may be negatively affected.

Our profitability will suffer if we are not able to maintain our pricing and asset utilization levels and control our costs.

Our profit margin, and therefore our profitability, is largely a function of our asset utilization and the rates we are able to recover for our services. One of the most significant components of our asset utilization is our seat utilization rate which is the average number of work shifts per day, out of a maximum of three, for which we are able to utilize our work stations, or seats. If we are not able to maintain the pricing for our services or an appropriate seat utilization rate, without corresponding cost reductions, our profitability will suffer. The rates we are able to recover for our services are affected by a number of factors, including our clients' perceptions of our ability to add value through our services, competition, introduction of new services or products by us or our competitors, our ability to accurately estimate, attain and sustain engagement revenue, margins and cash flows over increasingly longer contract periods and general economic and political conditions.

Our profitability is also a function of our ability to control our costs and improve our efficiency. As we increase the number of our employees and execute our strategies for growth, we may not be able to manage the significantly larger and more geographically diverse workforce that may result, which could adversely affect our ability to control our costs or improve our efficiency.

We have incurred losses in the past and have a limited operating history. We may not be profitable in the future and may not be able to secure additional business.

We have incurred losses in each of the three fiscal years from fiscal 2003 through fiscal 2005. In future periods, we expect our selling, general and administrative, or SG&A, expenses to continue to increase. If our revenue does not grow at a faster rate than these expected increases in our expenses, or if our operating expenses are higher than we anticipate, we may not be profitable and we may incur additional losses.

In addition, the offshore business process outsourcing industry is a relatively new industry, and we have a limited operating history. We started our business by offering business process outsourcing services as part of British Airways in 1996. In fiscal 2003, we enhanced our focus on providing business process outsourcing services to third parties. As such, we have only focused on servicing third-party clients for a limited time. We may not be able to secure additional business or retain current business with third-parties or add third-party clients in the future.

If we cause disruptions to our clients' businesses or provide inadequate service, our clients may have claims for substantial damages against us. Our insurance coverage may be inadequate to cover these claims, and as a result, our profits may be substantially reduced.

Most of our contracts with clients contain service level and performance requirements, including requirements relating to the quality of our services and the timing and quality of responses to the client's customer inquiries. In some cases, the quality of services that we provide is measured by quality assurance ratings and surveys which are based in part on the results of direct monitoring by our clients of interactions between our employees and our client's customers. Failure to consistently meet service

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requirements of a client or errors made by our associates in the course of delivering services to our clients could disrupt the client's business and result in a reduction in revenue or a claim for substantial damages against us. For example, some of our agreements stipulate standards of service that, if not met by us, will result in lower payment to us. In addition, a failure or inability to meet a contractual requirement could seriously damage our reputation and affect our ability to attract new business.

Our dependence on our offshore delivery centers requires us to maintain active data and voice communications between our main delivery centers in India, Sri Lanka and the UK, our international technology hubs in the US and the UK and our clients' offices. Although we maintain redundant facilities and communications links, disruptions could result from, among other things, technical and electricity breakdowns, computer glitches and viruses and adverse weather conditions. Any significant failure of our equipment or systems, or any major disruption to basic infrastructure like power and telecommunications in the locations in which we operate, could impede our ability to provide services to our clients, have a negative impact on our reputation, cause us to lose clients, reduce our revenue and harm our business.

Under our contracts with our clients, our liability for breach of our obligations is generally limited to actual damages suffered by the client and capped at a portion of the fees paid or payable to us under the relevant contract. To the extent that our contracts contain limitations on liability, such limitations may be unenforceable or otherwise may not protect us from liability for damages. In addition, certain liabilities, such as claims of third parties for which we may be required to indemnify our clients, are generally not limited under those agreements. Although we have commercial general liability insurance coverage, the coverage may not continue to be available on reasonable terms or in sufficient amounts to cover one or more large claims, and our insurers may disclaim coverage as to any future claims. The successful assertion of one or more large claims against us that exceed available insurance coverage, or changes in our insurance policies (including premium increases or the imposition of large deductible or co-insurance requirements), could have a material adverse effect on our business, reputation, results of operations, financial condition and cash flows.

We are liable to our clients for damages caused by unauthorized disclosure of sensitive and confidential information, whether through a breach of our computer systems, through our employees or otherwise.

We are typically required to manage, utilize and store sensitive or confidential client data in connection with the services we provide. Under the terms of our client contracts, we are required to keep such information strictly confidential. Our client contracts do not include any limitation on our liability to them with respect to breaches of our obligation to maintain confidentiality on the information we receive from them. We seek to implement measures to protect sensitive and confidential client data and have not experienced any material breach of confidentiality to date. However, if any person, including any of our employees, penetrates our network security or otherwise mismanages or misappropriates sensitive or confidential client data, we could be subject to significant liability and lawsuits from our clients or their customers for breaching contractual confidentiality provisions or privacy laws. Although we have insurance coverage for mismanagement or misappropriation of such information by our employees, that coverage may not continue to be available on reasonable terms or in sufficient amounts to cover one or more large claims against us and our insurers may disclaim coverage as to any future claims. Penetration of the network security of our data centers could have a negative impact on our reputation which would harm our business.

Failure to adhere to the regulations that govern our business could result in our being unable to effectively perform our services. Failure to adhere to regulations that govern our clients' businesses could result in breaches of contract with our clients.

Our clients' business operations are subject to certain rules and regulations such as the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act in the US and the Financial Services Act in the UK. Our clients may contractually require that we perform our services in a manner that would enable them to comply with such rules and regulations. Failure to perform our services in such a manner could result in breaches of contract with our clients and, in some limited circumstances, civil fines and criminal penalties for us. In addition, we are required under various Indian laws to obtain and maintain permits and licenses for the conduct of our business. If we do not maintain our licenses or other qualifications to provide our services, we may not be able to provide services to existing clients or be able to attract new clients and could lose revenue, which could have a material adverse effect on our business.

The international nature of our business exposes us to several risks, such as significant currency fluctuations and unexpected changes in the regulatory requirements of multiple jurisdictions.

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We have operations in India, Sri Lanka and the UK and we service clients across Europe, North America and Asia. Our corporate structure also spans multiple jurisdictions, with our parent holding company incorporated in Jersey, Channel Islands, and intermediate and operating subsidiaries incorporated in India, Sri Lanka, Mauritius, the US and the UK, with operations expected to commence in Romania soon. As a result, we are exposed to risks typically associated with conducting business internationally, many of which are beyond our control. These risks include:

- significant currency fluctuations between the US dollar and the pound sterling (in which our revenue is principally denominated) and the Indian rupee (in which a significant portion of our costs are denominated);
- legal uncertainty owing to the overlap of different legal regimes, and problems in asserting contractual or other rights across international borders;
- potentially adverse tax consequences, such as scrutiny of transfer pricing arrangements by authorities in the countries in which we operate;
- potential tariffs and other trade barriers;
- unexpected changes in regulatory requirements;
- the burden and expense of complying with the laws and regulations of various jurisdictions; and
- terrorist attacks and other acts of violence or war.

The occurrence of any of these events could have a material adverse effect on our results of operations and financial condition.

We may not succeed in identifying suitable acquisition targets or integrating any acquired business into our operations, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our growth strategy involves gaining new clients and expanding our service offerings, both organically and through strategic acquisitions. Historically, we have expanded some of our service offerings and gained new clients through strategic acquisitions. For example, we completed our acquisition of Trinity Partners Inc., or Trinity Partners, in November 2005, and we acquired Marketics Technologies (India) Private Limited, or Marketics, in May 2007, and Flovate Technologies Limited, or Flovate, in June 2007. It is possible that in the future we may not succeed in identifying suitable acquisition targets available for sale on reasonable terms, have access to the capital required to finance potential acquisitions or be able to consummate any acquisition. The inability to identify suitable acquisition targets or investments or the inability to complete such transactions may affect our competitiveness and our growth prospects. In addition, our management may not be able to successfully integrate any acquired business into our operations and any acquisition we do complete may not result in long-term benefits to us. For example, if we acquire a company, we could experience difficulties in assimilating that company's personnel, operations, technology and software. In addition, the key personnel of the acquired company may decide not to work for us. The lack of profitability of any of our acquisitions could have a material adverse effect on our operating results. Future acquisitions may also result in the incurrence of indebtedness or the issuance of additional equity securities and may present difficulties in financing the acquisition on attractive terms. Acquisitions also typically involve a number of other risks, including diversion of management's attention, legal liabilities and the need to amortize acquired intangible assets, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our facilities are at risk of damage by natural disasters.

Our operational facilities and communication hubs may be damaged in natural disasters such as earthquakes, floods, heavy rains, tsunamis and cyclones. For example, during the floods in Mumbai in July 2005, our operations were adversely affected as a result of the disruption of the city's public utility and transport services making it difficult for our associates to commute to our office. Such natural disasters may lead to disruption to information systems and telephone service for sustained periods. Damage or destruction that interrupts our provision of outsourcing services could damage our relationships with our clients and may cause us to incur substantial additional expenses to repair or replace damaged equipment or facilities. We may also be liable to our clients for disruption in service resulting from such damage or destruction. While we currently have commercial liability insurance, our insurance coverage may not be sufficient. Furthermore, we may be unable to secure such insurance coverage at premiums

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acceptable to us in the future or secure such insurance coverage at all. Prolonged disruption of our services as a result of natural disasters would also entitle our clients to terminate their contracts with us.

Our business may not develop in ways that we currently anticipate due to negative public reaction to offshore outsourcing, proposed legislation or otherwise.

We have based our strategy of future growth on certain assumptions regarding our industry, services and future demand in the market for such services. However, the trend to outsource business processes may not continue and could reverse. Offshore outsourcing is a politically sensitive topic in the UK, the US and elsewhere. For example, many organizations and public figures in the UK and the US have publicly expressed concern about a perceived association between offshore outsourcing providers and the loss of jobs in their home countries.

In addition, there has been publicity about the negative experiences, such as theft and misappropriation of sensitive client data, of various companies that use offshore outsourcing, particularly in India. Current or prospective clients may elect to perform such services themselves or may be discouraged from transferring these services from onshore to offshore providers to avoid negative perceptions that may be associated with using an offshore provider. Any slowdown or reversal of existing industry trends towards offshore outsourcing would seriously harm our ability to compete effectively with competitors that operate out of facilities located in the UK or the US.

A variety of US federal and state legislation has been proposed that, if enacted, could restrict or discourage US companies from outsourcing their services to companies outside the US. For example, legislation has been proposed that would require offshore providers of services requiring direct interaction with clients' customers to identify to clients' customers where the offshore provider is located. Because some of our clients are located in the US, any expansion of existing laws or the enactment of new legislation restricting offshore outsourcing could adversely impact our ability to do business with US clients and have a material and adverse effect on our business, results of operations, financial condition and cash flows. In addition, it is possible that legislation could be adopted that would restrict US private sector companies that have federal or state government contracts from outsourcing their services to offshore service providers. This would affect our ability to attract or retain clients that have such contracts.

Recent legislation introduced in the UK provides that if a company transfers or outsources its business or a part of its business to a transferee or a service provider, the employees who were employed in such business are entitled to become employed by the transferee or service provider on the same terms and conditions as they had been employed before. The dismissal of such employees as a result of such transfer of business is deemed unfair dismissal and entitles the employee to compensation. As a result, we may become liable for redundancy payments to the employees of our clients in the UK who outsource business to us. We believe this legislation will not affect our existing contracts with clients in the UK. However, we may be liable under any service level agreements we may enter into in the future pursuant to existing master services agreements with our UK clients. In addition, this legislation may have an adverse effect on potential business from clients in the UK.

We face competition from onshore and offshore business process outsourcing companies and from information technology companies that also offer business process outsourcing services. Our clients may also choose to run their business processes themselves, either in their home countries or through captive units located offshore.

The market for outsourcing services is very competitive and we expect competition to intensify and increase from a number of sources. We believe that the principal competitive factors in our markets are price, service quality, sales and marketing skills, and industry expertise. We face significant competition from our clients' own in-house groups including, in some cases, in-house departments operating offshore or captive units. Clients who currently outsource a significant proportion of their business processes or information technology services to vendors in India may, for various reasons, including to diversify geographic risk, seek to reduce their dependence on any one country. We also face competition from onshore and offshore business process outsourcing and information technology services companies. In addition, the trend toward offshore outsourcing, international expansion by foreign and domestic competitors and continuing technological changes will result in new and different competitors entering our markets. These competitors may include entrants from the communications, software and data networking industries or entrants in geographic locations with lower costs than those in which we operate.

Some of these existing and future competitors have greater financial, human and other resources, longer operating histories, greater technological expertise, more recognizable brand names and more established relationships in the industries that we currently serve or may serve in the future. In addition, some of our competitors may enter into strategic or commercial

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relationships among themselves or with larger, more established companies in order to increase their ability to address client needs, or enter into similar arrangements with potential clients. Increased competition, our inability to compete successfully against competitors, pricing pressures or loss of market share could result in reduced operating margins which could harm our business, results of operations, financial condition and cash flows.

Our failure to timely comply with Section 404 of the Sarbanes-Oxley Act of 2002 could have a material adverse effect on our share price.

Section 404 of the Sarbanes-Oxley Act of 2002 requires management's annual review and evaluation of our internal controls over financial reporting, and an attestation of the effectiveness of these controls by our independent registered public accountants beginning with our fiscal year ending on March 31, 2008. We are in the process of evaluating and testing our internal financial reporting controls in anticipation of our compliance with Section 404 of the Sarbanes-Oxley Act of 2002 and have not yet completed this process. We have formed internal evaluation committees and engaged consultants to assist us in such compliance. If we do not implement the requirements of Section 404 in a timely manner or with adequate compliance, we might be subject to sanctions or investigation by regulatory authorities, such as the Securities and Exchange Commission, or the Commission. Any such action could harm our business or investors' confidence in our company and could cause our share price to fall.

Our controlling shareholder, Warburg Pincus, is able to control or significantly influence our corporate actions.

Warburg Pincus beneficially owns more than 50% of our shares. As a result of its ownership position, Warburg Pincus has the ability to control or significantly influence matters requiring shareholder and board approval including, without limitation, the election of directors, significant corporate transactions such as amalgamations and consolidations, changes in control of our company and sales of all or substantially all of our assets. These actions may be taken even if they are opposed by the other shareholders.

We have certain anti-takeover provisions in our articles of association that may discourage a change in control.

Our articles of association contain anti-takeover provisions that could make it more difficult for a third party to acquire us without the consent of our board of directors. These provisions include:

- a classified board of directors with staggered three-year terms; and
- the ability of our board of directors to determine the rights, preferences and privileges of our preferred shares and to issue the preferred shares without shareholder approval, which could be exercised by our board of directors to increase the number of outstanding shares and prevent or delay a takeover attempt.

These provisions could make it more difficult for a third party to acquire us, even if the third party's offer may be considered beneficial by many shareholders. As a result, shareholders may be limited in their ability to obtain a premium for their shares.

It may be difficult for you to effect service of process and enforce legal judgments against us or our affiliates.

We are incorporated in Jersey, Channel Islands, and our primary operating subsidiary, WNS Global Services (Private) Limited, or WNS Global, is incorporated in India. A majority of our directors and senior executives are not residents of the US and virtually all of our assets and the assets of those persons are located outside the US. As a result, it may not be possible for you to effect service of process within the US upon those persons or us. In addition, you may be unable to enforce judgments obtained in courts of the US against those persons outside the jurisdiction of their residence, including judgments predicated solely upon the securities laws of the US.

Risks Related to India

A substantial portion of our assets and operations are located in India and we are subject to regulatory, economic, social and political uncertainties in India.

Our primary operating subsidiary, WNS Global, is incorporated in India, and a substantial portion of our assets and employees are located in India. We intend to continue to develop and expand our facilities in India. The government of India, however, has

exercised and continues to exercise significant influence over many aspects of the Indian economy. The government of India has provided significant tax incentives and relaxed certain regulatory restrictions in order to encourage foreign investment in specified sectors of the economy, including the business process outsourcing industry. Those programs that have benefited us include tax holidays, liberalized import and export duties and preferential rules on foreign investment and repatriation. We cannot assure you that such liberalization policies will continue. Various factors, including a collapse of the present coalition government due to the withdrawal of support of coalition members, could trigger significant changes in India's economic liberalization and deregulation policies and disrupt business and economic conditions in India generally and our business in particular. The government of India may decide to introduce the reservation policy. According to this policy, all companies operating in the private sector in India, including our subsidiaries in India, would be required to reserve a certain percentage of jobs for the economically underprivileged population in the relevant state where such companies are incorporated. If this policy is introduced, our ability to hire employees of our choice may be restricted. Our financial performance and the market price of our ADSs may be adversely affected by changes in inflation, exchange rates and controls, interest rates, government of India policies (including taxation policies), social stability or other political, economic or diplomatic developments affecting India in the future.

India has witnessed communal clashes in the past. Although such clashes in India have, in the recent past, been sporadic and have been contained within reasonably short periods of time, any such civil disturbance in the future could result in disruptions in transportation or communication networks, as well as have adverse implications for general economic conditions in India. Such events could have a material adverse effect on our business, on the value of our ADSs and on your investment in our ADSs.

If the government of India reduces or withdraws tax benefits and other incentives it currently provides to companies within our industry or if the same are not available for any other reason, our financial condition could be negatively affected.

Under the Indian Finance Act, 2000, except for one delivery center located in Mumbai, all our delivery centers in India benefit from a ten-year holiday from Indian corporate income taxes. As a result, our service operations, including any businesses we acquire, have been subject to relatively low Indian tax liabilities. We incurred minimal income tax expense on our Indian operations in fiscal 2007 as a result of the tax holiday, compared to approximately \$8.7 million that we would have incurred if the tax holiday had not been available for that period.

The Indian Finance Act, 2000, phases out the tax holiday over a ten-year period from fiscal 2000 through fiscal 2009. The tax holiday enjoyed by our delivery centers in India expires in stages, on April 1, 2008 for one of our delivery centers located in Nashik, and on April 1, 2009 for our delivery centers located in Mumbai, Pune, Nashik and Gurgaon. When our Indian tax holiday expires or terminates, or if the government of India withdraws or reduces the benefits of the Indian tax holiday, our Indian tax expense will materially increase and this increase will have a material impact on our results of operations. In the absence of a tax holiday, income derived from India would be taxed up to a maximum of the then existing annual tax rate which, as of March 31, 2007, was 33.66%.

In May 2007, the Indian Finance Act, 2007 was adopted, with the effect of subjecting Indian companies that benefit from a holiday from Indian corporate income taxes to the minimum alternate tax, or MAT, at the rate of 11.33% in the case of profits exceeding Rs. 10 million and 10.3% in the case of profits not exceeding Rs. 10 million with effect from April 1, 2007. As a result of this amendment to the tax regulations, we will be subject to MAT and be required to pay additional taxes commencing fiscal 2008. To the extent MAT paid exceeds the actual tax payable on our taxable income, we would be able to set off such MAT credits against tax payable in the succeeding seven years, subject to the satisfaction of certain conditions.

In addition, in May 2007, the government of India implemented a fringe benefit tax on the allotment of shares pursuant to the exercise or vesting, on or after April 1, 2007, of options and restricted share units, or RSUs, granted to employees. The fringe benefit tax is payable by the employer at the rate of 33.99% on the difference between the fair market value of the options and RSUs on the date of vesting of the options and RSUs and the exercise price of the options and the purchase price (if any) for the RSUs, as applicable. The government of India has not published its guidelines on how the fair market value of the options and RSUs should be determined. The new legislation permits the employer to recover the fringe benefit tax from the employees. However, we may decide in the future not to recover, or we may be unsuccessful in recovering, the fringe benefit tax from our employees, which may cause our overall expense to increase, possibly materially, and impact our cash flows.

In 2005, the government of India implemented the Special Economic Zones Act, 2005, or the SEZ legislation, with the effect that taxable income of new operations established in designated special economic zones, or SEZs, may be eligible for a 15-year tax holiday scheme consisting of a complete tax holiday for the initial five years and a partial tax holiday for the subsequent 10 years, subject to the satisfaction of certain conditions. However, the Ministry of Finance in India has expressed concern about the potential loss of tax revenues as a result of the exemptions under the SEZ legislation. The SEZ legislation has been criticized on economic grounds by the International Monetary Fund and the SEZ legislation may be challenged by certain non-governmental organizations. It is possible that, as a

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result of such political pressures, the procedure for obtaining the benefits of the SEZ legislation may become more onerous, the types of land eligible for SEZ status may be further restricted or the SEZ legislation may be amended or repealed. Moreover, there is continuing uncertainty as to the governmental and regulatory approvals required to establish operations in the SEZs or to qualify for the tax benefit. This uncertainty may delay our establishment of operations in the SEZs.

US and Indian transfer pricing regulations require that any international transaction involving associated enterprises be at an arm's-length price. We consider the transactions among our subsidiaries and us to be on arm's-length pricing terms. If, however, the applicable income tax authorities review any of our tax returns and determine that the transfer prices we have applied are not appropriate, we may incur increased tax liability, including accrued interest and penalties, which would cause our tax expense to increase, possibly materially, thereby reducing our profitability and cash flows.

Terrorist attacks and other acts of violence involving India or its neighboring countries could adversely affect our operations, resulting in a loss of client confidence and adversely affecting our business, results of operations, financial condition and cash flows.

Terrorist attacks and other acts of violence or war involving India or its neighboring countries, may adversely affect worldwide financial markets and could potentially lead to economic recession, which could adversely affect our business, results of operations, financial condition and cash flows. South Asia has, from time to time, experienced instances of civil unrest and hostilities among neighboring countries, including India and Pakistan. In recent years, military confrontations between India and Pakistan have occurred in the region of Kashmir and along the India/Pakistan border. There have also been incidents in and near India such as a terrorist attack on the Indian Parliament, troop mobilizations along the India/Pakistan border and an aggravated geopolitical situation in the region. Such military activity or terrorist attacks in the future could influence the Indian economy by disrupting communications and making travel more difficult. Resulting political tensions could create a greater perception that investments in Indian companies involve a high degree of risk. Such political tensions could similarly create a perception that there is a risk of disruption of services provided by India-based companies, which could have a material adverse effect on the market for our services.

Furthermore, if India were to become engaged in armed hostilities, particularly hostilities that were protracted or involved the threat or use of nuclear weapons, we might not be able to continue our operations.

Restrictions on entry visas may affect our ability to compete for and provide services to clients in the US, which could have a material adverse effect on future revenue.

The vast majority of our employees are Indian nationals. The ability of some of our executives to work with and meet our European and North American clients and our clients from other countries depends on the ability of our senior managers and employees to obtain the necessary visas and entry permits. In response to recent terrorist attacks and global unrest, US and European immigration authorities have increased the level of scrutiny in granting visas. Immigration laws in those countries may also require us to meet certain other legal requirements as a condition to obtaining or maintaining entry visas. These restrictions have significantly lengthened the time requirements to obtain visas for our personnel, which has in the past resulted, and may continue to result, in delays in the ability of our personnel to meet with our clients. In addition, immigration laws are subject to legislative change and varying standards of application and enforcement due to political forces, economic conditions or other events, including terrorist attacks. We cannot predict the political or economic events that could affect immigration laws, or any restrictive impact those events could have on obtaining or monitoring entry visas for our personnel. If we are unable to obtain the necessary visas for personnel who need to visit our clients' sites, or if such visas are delayed, we may not be able to provide services to our clients or to continue to provide services on a timely basis, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Currency fluctuations among the Indian rupee, the pound sterling and the US dollar could have a material adverse effect on our results of operations.

Although substantially all of our revenue is denominated in pound sterling or US dollars, a significant portion of our expenses (other than payments to repair centers, which are primarily denominated in pound sterling) are incurred and paid in Indian rupees. We report our financial results in US dollars and our results of operations would be adversely affected if the Indian rupee appreciates against the US dollar or the pound sterling depreciates against the US dollar. The exchange rates between the Indian rupee and the US dollar and between the pound sterling and the US dollar have changed substantially in recent years and may fluctuate substantially in the future.

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The average Indian rupee/US dollar exchange rate was approximately Rs. 45.12 per \$1.00 (based on the noon buying rate) in fiscal 2007, which represented a depreciation of the Indian rupee of 2.17% as compared with the average exchange rate of approximately Rs. 44.17 per \$1.00 (based on the noon buying rate) in fiscal 2006, which in turn represented an appreciation of the Indian rupee of 1.55% as compared with the average exchange rate of approximately Rs. 44.86 per \$1.00 (based on the noon buying rate) in fiscal 2005. The average pound sterling/US dollar exchange rate was approximately £0.53 per \$1.00 (based on the noon buying rate) in fiscal 2007, which represented an appreciation of the pound sterling of 5.63% as compared with the average exchange rate of approximately £0.56 per \$1.00 (based on the noon buying rate) in fiscal 2006, which in turn represented a depreciation of the pound sterling of 3.35% as compared with the average exchange rate of approximately £0.54 per \$1.00 (based on the noon buying rate) in fiscal 2005. Our results of operations may be adversely affected if the Indian rupee appreciates significantly against the pound sterling or the US dollar or if the pound sterling depreciates against the US dollar. We hedge a portion of our foreign currency exposures using options and forward contracts. We cannot assure you that our hedging strategy will be successful or will mitigate our exposure to currency risk.

If more stringent labor laws become applicable to us, our profitability may be adversely affected.

India has stringent labor legislation that protects the interests of workers, including legislation that sets forth detailed procedures for dispute resolution and employee removal and legislation that imposes financial obligations on employers upon retrenchment. Though we are exempt from a number of these labor laws at present, there can be no assurance that such laws will not become applicable to the business process outsourcing industry in India in the future. In addition, our employees may in the future form unions. If these labor laws become applicable to our workers or if our employees unionize, it may become difficult for us to maintain flexible human resource policies, discharge employees or downsize, and our profitability may be adversely affected.

An outbreak of an infectious disease or any other serious public health concerns in Asia or elsewhere could cause our business to suffer.

The outbreak of an infectious disease in Asia or elsewhere could have a negative impact on the economies, financial markets and business activities in the countries in which our end markets are located and could thereby have a material adverse effect on our business. The outbreak of SARS in 2003 in Asia and the outbreak of the avian influenza, or bird flu, across Asia and Europe, including the recent outbreak in India, have adversely affected a number of countries and companies. Although we have not been adversely impacted by these recent outbreaks, we can give no assurance that a future outbreak of an infectious disease among humans or animals will not have a material adverse effect on our business.

Risks Related to our ADSs

Substantial future sales of our shares or ADSs in the public market could cause our ADS price to fall.

Sales by us or our shareholders of a substantial number of our ADSs in the public market, or the perception that these sales could occur, could cause the market price of our ADSs to decline. These sales, or the perception that these sales could occur, also might make it more difficult for us to sell securities in the future at a time or at a price that we deem appropriate or pay for acquisitions using our equity securities. As of May 31, 2007, we had 41,895,246 ordinary shares outstanding, including 18,703,765 shares represented by 18,703,765 ADSs. In addition, as of May 31, 2007, there were options and RSUs outstanding under our 2002 Stock Incentive Plan and our 2006 Incentive Award Plan to purchase a total of 3,200,130 ordinary shares or ADSs. All ADSs are freely transferable, except that ADSs owned by our affiliates, including Warburg Pincus, may only be sold in the US if they are registered or qualify for an exemption from registration, including pursuant to Rule 144 under the Securities Act of 1933, as amended, or the Securities Act. The remaining ordinary shares outstanding may be sold in the United States if they are registered or qualify for an exemption from registration, including pursuant to Rule 144 under the Securities Act.

The market price for our ADSs may be volatile.

The market price for our ADSs is likely to be highly volatile and subject to wide fluctuations in response to factors including the following:

- announcements of technological developments;
- regulatory developments in our target markets affecting us, our clients or our competitors;

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- actual or anticipated fluctuations in our quarterly operating results;
- changes in financial estimates by securities research analysts;
- changes in the economic performance or market valuations of other companies engaged in business process outsourcing;
- addition or loss of executive officers or key employees;
- sales or expected sales of additional shares or ADSs; and
- loss of one or more significant clients.

In addition, securities markets generally and from time to time experience significant price and volume fluctuations that are not related to the operating performance of particular companies. These market fluctuations may also have a material adverse effect on the market price of our ADSs.

Holders of ADSs may be restricted in their ability to exercise voting rights.

At our request, the depositary of the ADSs will mail to you any notice of shareholders' meeting received from us together with information explaining how to instruct the depositary to exercise the voting rights of the ordinary shares represented by ADSs. If the depositary timely receives voting instructions from you, it will endeavor to vote the ordinary shares represented by your ADSs in accordance with such voting instructions. However, the ability of the depositary to carry out voting instructions may be limited by practical and legal limitations and the terms of the ordinary shares on deposit. We cannot assure you that you will receive voting materials in time to enable you to return voting instructions to the depositary in a timely manner. Ordinary shares for which no voting instructions have been received will not be voted.

As a foreign private issuer, we are not subject to the Commission's proxy rules which regulate the form and content of solicitations by US-based issuers of proxies from their shareholders. The form of notice and proxy statement that we have been using does not include all of the information that would be provided under the Commission's proxy rules.

We may be classified as a passive foreign investment company for our taxable year ended March 31, 2007, which could result in adverse United States federal income tax consequences to US Holders.

The application of the "passive foreign investment company," or PFIC, rules to us in respect of our taxable year ended March 31, 2007 is uncertain. A non-US corporation will be considered a PFIC for any taxable year if either (1) under the PFIC income test, at least 75% of its gross income is passive income or (2) under the PFIC asset test, at least 50% of its assets (determined on the basis of a quarterly average) is attributable to assets that produce or are held for the production of passive income for such taxable year. However, the application of the PFIC asset test to a corporation that is a "controlled foreign corporation," or a CFC (as defined under the United States federal income tax law), for its taxable year in which it becomes a publicly traded corporation after its first quarter is not clear. Because we were a CFC for our taxable year ended on March 31, 2007, the application of the PFIC asset test to us for our taxable year ended March 31, 2007 is uncertain.

Under the least favorable interpretation of the PFIC asset test, there is risk that we may be treated as a PFIC in respect of our taxable year ended March 31, 2007. Under more favorable interpretations of the PFIC assets test, we believe that we would not be treated as a PFIC for our taxable year ended March 31, 2007. It may be reasonable for US Holders (as defined under "Item 10. Additional Information — E. Taxation — US Federal Income Taxation") to apply a more favorable interpretation of this test for purposes of determining and reporting the US federal income tax consequences of their investment in the ADSs or ordinary shares, although these holders should consult their own tax advisers regarding the reasonableness of this position. US Holders also should note that the United States Internal Revenue Service, or IRS, could seek to apply the least favorable interpretation.

If we are treated as a PFIC for any taxable year during which a US Holder owns an ADS or an ordinary share, adverse US federal income tax consequences could apply to that holder. See "Item 10. Additional Information — E. Taxation — US Federal Income Taxation — Passive Foreign Investment Company." US Holders are urged to consult their own tax advisors regarding the potential application of the PFIC rules to their ownership of ADSs or ordinary shares and the availability and advisability of any elections.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of our Company

WNS (Holdings) Limited was incorporated as a private liability company on February 18, 2002 under the laws of Jersey, Channel Islands, and maintains a registered office in Jersey at Channel House, 7 Esplanade, St Helier, Jersey, Channel Islands. We converted from a private limited company to a public limited company on January 4, 2006 when we acquired more than 30 shareholders as calculated in accordance with Article 17A of the Companies (Jersey) Law, 1991, or the 1991 Law. We gave notice of this to the Jersey Financial Services Commission in accordance with Article 17(3) of the 1991 Law on January 12, 2006. Our principal executive office is located at Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W), Mumbai 400 079, India, and the telephone number for this office is (91-22) 4095-2100. Our website address is www.wnsgs.com. **Information contained on our website does not constitute part of this annual report.** Our agent for service in the US is our subsidiary, WNS North America Inc., 420 Lexington Avenue, Suite 2515, New York, New York 10170.

We began operations as an in-house unit of British Airways in 1996, and started focusing on providing business process outsourcing services to third parties in fiscal 2003. Warburg Pincus acquired a controlling stake in our company from British Airways in May 2002 and inducted a new senior management team. In fiscal 2003, we acquired Town & Country Assistance Limited (which we subsequently rebranded as WNS Assistance and which constitutes our reportable segment for financial statement purposes, called WNS Auto Claims BPO), a UK-based automobile claims handling company, thereby extending our service portfolio beyond the travel industry to include insurance-based automobile claims processing. In fiscal 2004, we acquired the health claims management business of Greensnow Inc. In fiscal 2006, we acquired Trinity Partners (which we merged into our subsidiary, WNS North America Inc.), a provider of business process outsourcing services to financial institutions, focusing on mortgage banking. In August 2006, we acquired from PRG Airline Services Limited its fare audit services business. In May 2007, we acquired Marketics, a provider of offshore analytics services. In June 2007, we acquired Flovate, a company engaged in the development and maintenance of software products and solutions.

We are headquartered in Mumbai, India and we have client service offices in New York (US) and London (UK) and delivery centers in Ipswich (UK), Tucson (US), India and Sri Lanka. We completed our initial public offering in July 2006 and our ADSs are listed on the New York Stock Exchange, or the NYSE, under the symbol “WNS.”

Our capital expenditures in fiscal 2007, 2006 and 2005 amounted to \$27.5 million, \$14.9 million and \$18.3 million, respectively. Our principal capital expenditures were incurred for the purposes of setting up new delivery centers or expanding existing delivery centers and setting up related technology to enable offshore execution and management of clients’ business processes. We expect our capital expenditure needs in fiscal 2008 to be approximately \$36 million, a significant amount of which we expect to expend on building new facilities in India. We expect to meet these estimated capital expenditures from cash generated from operating activities and existing cash and cash equivalents (including the remaining proceeds to us from our initial public offering).

B. Business Overview

We are a leading provider of offshore business process outsourcing, or BPO, services. We provide comprehensive data, voice and analytical services that are underpinned by our expertise in our target industry sectors. We transfer the business processes of our clients, which are typically companies located in Europe and North America, to our delivery centers located primarily in India. We provide high quality execution of client processes, monitor these processes against multiple performance metrics, and seek to improve them on an ongoing basis.

We began operations as an in-house unit of British Airways in 1996, and started focusing on providing business process outsourcing services to third parties in fiscal 2003. According to the National Association of Software and Service Companies, or NASSCOM, an industry association in India, we were among the top two India-based offshore business process outsourcing companies in terms of revenue in 2004, 2005 and 2006. As of March 31, 2007, we had 15,084 employees executing over 400 distinct business processes on behalf of over 150 significant clients. Our largest clients in terms of revenue contribution include leading global corporations such as Air Canada, AVIVA, British Airways, Centrica, First Magnus Financial Corporation, GfK, Marsh, SITA, Travelocity and Virgin Atlantic Airways. See “— Clients.”

We design, implement and operate comprehensive business processes for our clients, involving data, voice and analytical components. Our services include industry-specific processes that are tailored to address our clients’ business and industry

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practices, particularly in the travel and banking, financial services and insurance, or BFSI, industries. We also offer services applicable across multiple industries, in areas such as finance and accounting, human resources and supply chain management, which we collectively refer to as enterprise services, and in the areas of market, business and financial research and analytics, which we refer to as knowledge services. Our comprehensive service portfolio allows us to penetrate our clients and the industries we serve.

We generate revenue primarily from providing business process outsourcing services. A portion of our revenue includes payments which we make to automobile repair centers. We evaluate our business performance based on revenue net of these payments, since we believe that revenue less repair payments reflects more accurately the value of the business process outsourcing services we directly provide to our clients. For fiscal 2007, our revenue was \$352.3 million, our revenue less repair payments was \$219.7 million and our net income was \$26.6 million.

Between fiscal 2005 and fiscal 2007, our revenue grew at a compound annual growth rate of 47.4% and our revenue less repair payments grew at a compound annual growth rate of 49.0%, faster than the projected 38.9% compound annual growth rate of the overall Indian offshore business process outsourcing industry for the comparable period as estimated by the NASSCOM Strategic Review, 2007. During this period, we grew both organically and through acquisitions. We believe we have achieved rapid growth and industry leadership through our understanding of the industries in which our clients operate, our focus on operational excellence, and a senior management team with significant experience in the global outsourcing industry. Our revenue is characterized by client, industry, geographic and service diversity, which we believe offers us a sustainable business model.

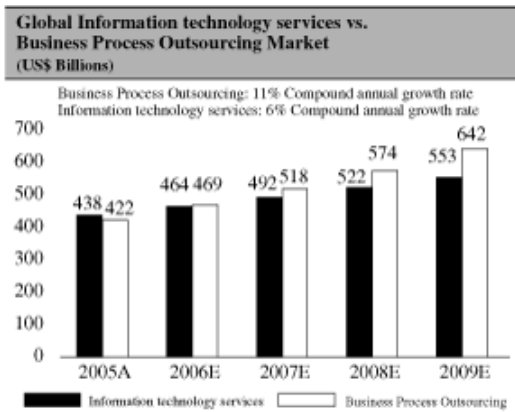
Industry Overview

Businesses globally are outsourcing a growing proportion of their business processes to streamline their organizations, focus on core operations, create flexibility, benefit from best-in-class process execution and thereby increase shareholder returns. More significantly, many of these businesses are outsourcing to offshore locations such as India to access a high quality and cost-effective workforce. We are a pioneer in the offshore business process outsourcing industry and are well positioned to benefit from the combination of the outsourcing and offshoring trends.

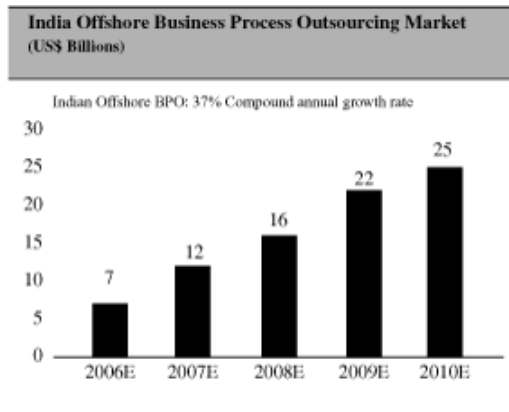
The global business process outsourcing industry is large and growing rapidly. According to International Data Corporation, or IDC, the global business process outsourcing market was \$422.0 billion in 2005 and is projected to grow at a 10.9% compound annual growth rate from 2004 through 2009 to \$641.0 billion. In comparison, IDC forecasts the information technology services market (excluding business process outsourcing) to grow at a compound annual growth rate of 6.0% over this same period, from \$417.0 billion to \$553.0 billion.

The offshore business process outsourcing industry is growing at a significantly faster rate than the overall global business process outsourcing industry. A joint report, or the NASSCOM-McKinsey report, published by NASSCOM and McKinsey & Company, in December 2005, estimates that the offshore business process outsourcing market will grow at a 37.0% compound annual growth rate, from \$11.4 billion in revenue in fiscal 2005 to \$55.0 billion in revenue in fiscal 2010. The same report estimates that the total value of business processes that could have been provided by offshore business process outsourcing providers in fiscal 2006 represents an addressable market of approximately \$120.0 billion to \$150.0 billion. Accordingly, we believe that offshore business process outsourcing has significant growth potential because we believe it constitutes less than 10.0% of the current addressable market described above. NASSCOM has identified retail banking, insurance, travel and hospitality and automobile manufacturing as the industries with the greatest potential for offshore outsourcing. We provide industry-focused business process outsourcing services to the majority of these industries.

The following charts set forth the relative growth rate and size of the global business process outsourcing industry and the global information technology industry, in addition to the expected growth rate of the Indian offshore business process outsourcing industry:



Source: IDC
Note: Years ending December 31



Source: NASSCOM-McKinsey report December 2005 estimate of market size and growth for the Indian offshore business process outsourcing industry
Note: Years ending March 31

We believe that India is widely considered to be the most attractive destination for offshore business process outsourcing. According to the NASSCOM-McKinsey report, India-based players account for 45.0% of offshore business process outsourcing revenue in fiscal 2006, and India will retain its position as the most favored offshore business process outsourcing destination for the foreseeable future. The key factors for India’s predominance include its large, growing and highly educated English-speaking workforce coupled with a business and regulatory environment that is conducive to the growth of the business process outsourcing industry.

While a limited number of global corporations such as General Electric, British Airways (through our subsidiary, WNS Global) and American Express set up in-house business process outsourcing facilities in India in the mid-1990s, offshore business process outsourcing growth only accelerated significantly from 2000 onwards with the emergence of third party providers. This has been followed by a shift in focus from largely call center related outsourcing in areas such as tele-marketing and client service to a wider range of business processes such as finance and accounting, insurance claims administration and market research analysis. This shift in focus has given rise to an India-based offshore industry capable of providing a wide range of complex services.

Offshore business process outsourcing is typically a long-term strategic commitment for companies. The processes that companies outsource are frequently complex and integrated with their core operations. These processes require a high degree of customization and, often, a multi-stage offshore transfer program. Clients would therefore incur high switching costs to transfer these processes back to their home locations or to other business process outsourcing providers. As a result, once an offshore business process outsourcing provider gains the confidence of a client, the resulting business relationship is usually characterized by multi-year contracts with predictable annual revenue.

Given the long-term, strategic nature of these engagements, companies undertake a highly rigorous process in evaluating their offshore business process outsourcing provider. We believe a client typically seeks the following key attributes in a potential offshore business process outsourcing provider:

- established reputation and industry leadership;
- demonstrated ability to execute a diverse range of mission-critical and often complex business processes;
- capability to scale employees and infrastructure without a diminution in quality of service; and
- ability to innovate, add new operational expertise and drive down costs.

As the offshore business process outsourcing industry evolves further, we believe that scale, reputation and leadership will become more important factors in this selection process.

Competitive Strengths

We believe that we have the following seven competitive strengths necessary to maintain and enhance our position as a leading provider of offshore business process outsourcing services:

Offshore business process outsourcing market leadership

We have received recognition as an industry leader from various industry bodies or publications. For example:

- NASSCOM named us one of the top two Indian offshore business process outsourcers in 2006, 2005 and 2004;
- neoIT ranked us as the best performing business process outsourcing company in 2005;
- Global Outsourcing named us the leading insurance outsourcer in India in 2005; and
- the Black Book of Outsourcing ranked us number two among the global BPO services providers in the travel industry, number three among the global BPO services providers in the mortgage banking industry and number six among the global BPO services providers in the market research industry in 2006.

We have provided leadership to the offshore business process outsourcing industry as demonstrated by our anticipation of key industry trends. For example, since our emergence as a focused third party business process outsourcing provider, we have proactively targeted two of the most attractive industry sectors, BFSI and travel. In addition, we have focused our service portfolio on complex processes, avoiding services that are less integral to our clients' operations, such as telemarketing and collections, which characterized the offshore business process outsourcing industry at that time.

We believe our early differentiation from other players and the substantial length of our working relationship with many industry-leading clients has significantly contributed to our reputation as a trusted provider of offshore business process outsourcing services. We believe that this reputation is a key differentiator in our attracting and winning clients.

Deep industry expertise

We have established expertise in the industries we target. We have developed our business by creating focused business units that provide industry-specific services. Our industry-focused strategy allows us to retain and enhance expertise thereby enabling us to:

- offer a suite of services that can deliver a comprehensive industry-focused business process outsourcing program;
- leverage our existing capabilities to win additional clients and identify new industry-specific service offerings;
- cultivate client relationships that may involve few processes upon initial engagement to develop deeper engagements ultimately involving a number of integrated processes;
- recruit and retain talented employees by offering them industry-focused career paths; and
- achieve market leadership in several of the industries we target. For example, we were ranked as the leading insurance outsourcer in India by Global Outsourcing in 2005, as number two among the global BPO services providers in the travel industry by the Black Book of Outsourcing in 2006, and we believe we have the largest and most diverse operations in the offshore travel business process outsourcing market.

Experience in transferring processes offshore and running them efficiently

Many of the business processes that are outsourced by clients to us are mission critical and core to their operations, requiring substantial project management expertise. We have developed a sophisticated program management methodology intended to ensure smooth transfer of business processes from our clients' facilities to our delivery centers. For example, our highly

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experienced program management team has transferred over 400 distinct business processes for over 150 significant clients in the last five years.

We focus on managing our client processes effectively on an ongoing basis. Our process delivery is managed by independent empowered teams and measured regularly against pre-defined operational metrics. We have also invested in a 380-person quality assurance team that satisfies the International Standard Organization 9001:2000 standards for quality management systems, and applies Six Sigma, a statistical methodology for improving consistent quality across processes, and other process re-engineering methodologies to further improve our process delivery.

The composition of our revenue enables us to continuously optimize the efficiency of our operations to achieve higher asset utilization. This is driven by our combination of data and voice services across the different time zones of North America and Europe.

Diversified client base across multiple industries and geographic locations

We have a large, diversified client base of over 150 significant clients across Europe and North America, including clients who are market leaders within their respective industries. We have clients across the multiple sectors of the travel and BFSI industries as well as other industries such as manufacturing, logistics, retail, utilities and professional services. To date, many of our clients have transferred a limited number of their business processes offshore. We believe, therefore, that we have a significant opportunity to increase the revenue we generate from these clients in the future as they decide to expand their commitment to offshore business process outsourcing.

Industry-recognized leadership in human capital development

We are recognized as a leader in human resources management among offshore business process outsourcing companies. We have won a number of awards, including being ranked number one in human capital development in 2005 by neoIT, an industry consultant, and being ranked number one in the Asia Pacific region for excellence in human resources by India's National Institute of Personnel Managers. Our market leadership and organizational culture enables us to attract and retain high quality employees.

Our extensive recruiting process utilizes sophisticated tools such as the Predictive Index, a psychometric tool we use to help us screen candidates on multiple parameters and to appropriately match employees to the most suitable positions. We have established the WNS Learning Academy, which provides ongoing training to our employees for the purpose of continuously improving their leadership and professional skills. We seek to promote our team leaders and operations managers from within, thereby offering internal advancement opportunities and clear long-term career paths.

Ability to manage the rapid growth of our organization

We have invested significant management effort toward ensuring that our organization is positioned to continuously scale to meet the robust demand for offshore business process outsourcing services. We are capable of evaluating over 9,000 potential employees and recruiting, hiring and training over 900 employees each month, enabling us to rapidly expand and support our clients. We have also established a highly scalable operational infrastructure in multiple locations supported by a world-class information technology and communications network infrastructure.

Experienced management team

We benefit from the effective leadership of a global management team with diverse backgrounds including extensive experience in outsourcing. Most of our core senior management team members have been with us since fiscal 2003, and have successfully executed the growth strategy that has increased our client base from 14 clients as of May 2002 to over 150 significant clients as of March 31, 2007 and increased our revenue from \$162.2 million in fiscal 2005 to \$352.3 million in fiscal 2007 and our revenue less repair payments from \$99.0 million in fiscal 2005 to \$219.7 million in fiscal 2007. Moreover, we believe that our management has successfully guided our rapid expansion while increasing client satisfaction, as demonstrated by our in-house customer feedback surveys. In addition to our senior management team, our middle management team provides us with the critical leadership depth needed to manage our rapid growth.

Business Strategy

Our objective is to strengthen our position as a leading offshore business process outsourcing provider. To achieve this, we will seek to expand our client base and further develop our industry expertise, enhance our brand to attract new clients, develop organically new business services and industry-focused operating units and make selective acquisitions. The key elements of our strategy are described below.

Drive rapid growth through penetration of our existing client base

We have a large and diverse existing client base that includes many leading global corporations, most of whom have transferred only a limited number of their business processes offshore. We intend to leverage our expertise in providing comprehensive process solutions by seeking to identify additional processes that can be transferred offshore, cross-selling new services, adding technology-based offerings, and expanding and deepening our existing relationships. We have dedicated account managers tasked with maintaining a thorough understanding of our clients' outsourcing roadmaps as well as identifying and advocating new offshoring opportunities. As a result of this strategy, we have a strong track record of extending the scope of our client relationships over time.

Enhance awareness of the WNS brand name

Our reputation for operational excellence among our clients has been instrumental in attracting and retaining new clients as well as talented and qualified employees. We believe we have benefited from strong word-of-mouth brand equity in the past. However, as the scale of the offshore business process outsourcing market grows, we will seek to increase client awareness of the WNS brand in our target markets and among potential employees. We also intend to focus on building market awareness of our industry expertise through exposure in industry publications and participation in industry conferences. In order to achieve this enhanced awareness, we are investing in hiring new senior marketing professionals.

Reinforce leadership in existing industries and penetrate new industry sectors

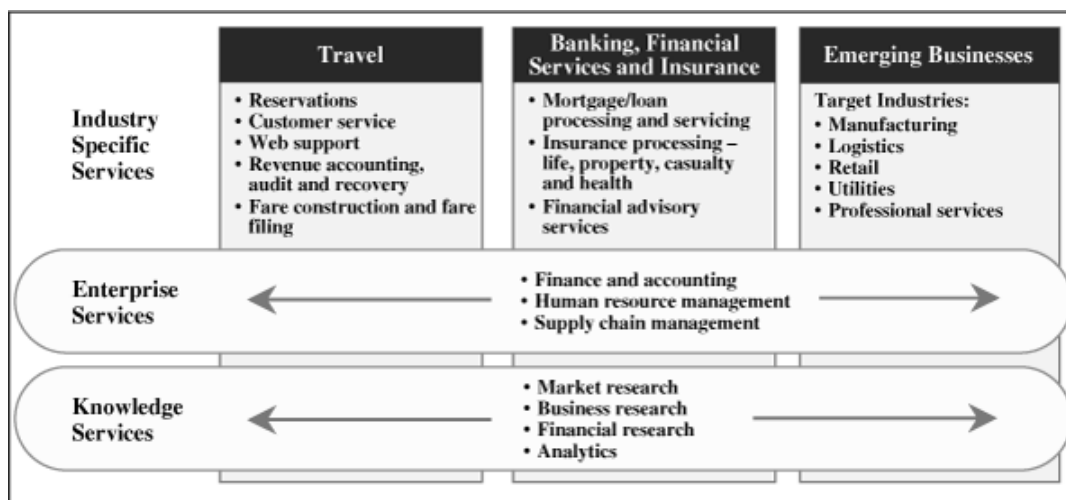
We have a highly successful industry-focused operating model through which we have established a leading offshore business process outsourcing practice in the travel and BFSI sectors. We intend to leverage our in-depth knowledge of these industries to penetrate additional sectors within these industries. For example, in the travel sector, we believe that there are potential opportunities we can exploit in the hotel, cruise-liner and car rental sectors. In addition, we intend to develop our existing expertise in emerging businesses such as the manufacturing, logistics, retail, utilities and professional services industries. We intend to leverage our enterprise services and knowledge services, which are applicable across multiple industries, to first penetrate these targeted industries and thereafter build specific industry expertise to achieve scale with an objective of establishing new industry-focused business units.

Broaden industry expertise and enhance growth through selective acquisitions

Our acquisition strategy is focused on adding new capabilities and industry expertise. Our acquisition track record demonstrates our ability to integrate, manage and develop the specific capabilities we acquire. Our intention is to continue to pursue targeted acquisitions in the future and to rely on our integration capabilities to expand the growth of our business.

Business Process Outsourcing Service Offerings

We offer our services to three main categories of clients through industry-focused business units. First, we serve clients in the travel industry, including airlines, travel intermediaries and other related service providers, for whom we perform services such as customer service and revenue accounting. Second, we serve clients in the BFSI industry, for whom we perform services such as loan processing and insurance claims management. Third, we serve clients in several other industries including manufacturing, retail, logistics, utilities and professional services, which we refer to as emerging businesses. In addition to industry-specific services, we offer a range of services across multiple industries, in areas such as finance and accounting, human resources and supply chain management, which we collectively refer to as enterprise services, and in the areas of market, business and financial research and analytical services, which we refer to as knowledge services. This structure is depicted in the graphic below:



To achieve in-depth understanding of our clients’ industries and provide industry-specific services, each business unit is staffed by a dedicated team of managers and employees engaged in providing business process outsourcing client solutions, and has its own operations, sales, finance, human resources and training teams. In addition, each business unit draws upon common support services from our information technology, corporate communications, corporate finance, risk management and legal departments, which we refer to as our corporate-enabling units.

Travel

According to the NASSCOM-McKinsey report, the travel and hospitality industry presented an addressable offshore business process outsourcing opportunity estimated to be between \$10.0 billion and \$12.0 billion in fiscal 2007. The current penetration by offshore business process outsourcing providers is approximately 3.0%, leaving considerable growth potential. We believe that we currently have the largest and most diverse service offering among offshore business process outsourcing service providers in the travel domain.

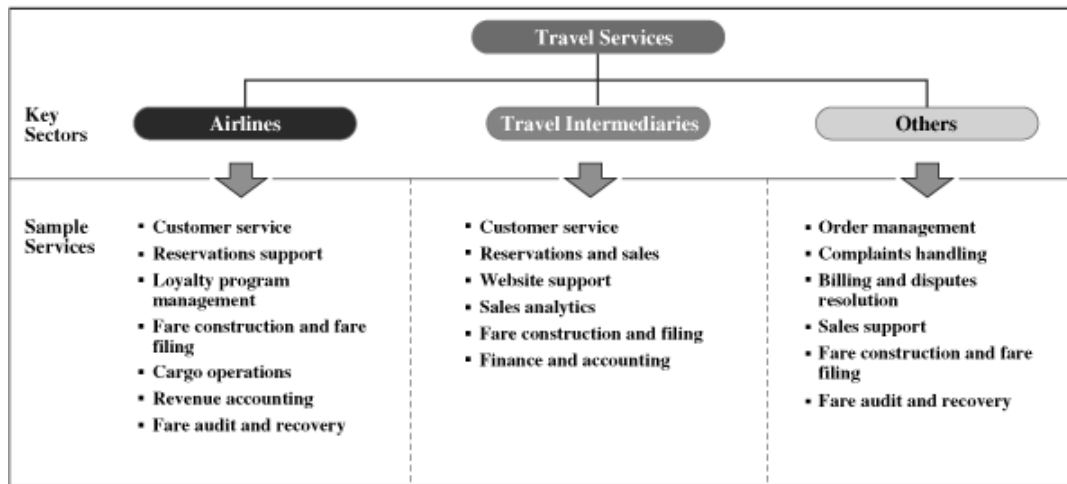
Our service portfolio includes processes that support air, car, hotel, marine and packaged travel services offered by our clients. The key travel industry sectors we serve include:

- airlines;
- travel intermediaries; and
- others such as global distribution systems and network providers.

We serve a diverse client base in this business unit that includes Air Canada, British Airways, Virgin Atlantic Airways, SITA and Travelocity. We also serve 18 other airlines and 16 travel intermediaries. As of March 31, 2007, we had approximately 5,300 employees in this business unit, several hundred of whom have International Air Transport Association, or IATA, certifications. In fiscal 2007 and 2006, this business unit represented 22.8% and 33.1% of our revenue and 36.6% and 45.4% of our revenue less repair payments.

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The following graphic illustrates the key areas in which we provide services to clients in this business unit:



Case Study. We were retained by a major airline client that was faced with increasing competitive pressure from low-cost carriers and needed to reduce its costs. We worked with this client to develop an offshore business process outsourcing strategy to fundamentally alter its service delivery model with the goal of increasing its cost efficiency. We initially started providing business process outsourcing services to this client with 12 employees handling a single process. As of March 31, 2007, approximately 1,100 employees were executing over 85 different processes for this client, which included a variety of complex processes. We categorize these processes into six broad areas:

- customer interaction: customer complaint resolution, loyalty program management;
- passenger revenue accounting: refunds, fare audit, ticket coupon matching, sales accounting;
- cargo operations and accounting: scheduling, booking, flight planning, mail revenue accounting;
- revenue management: seat allocation, processing meal requests, yield maximization through inventory management, fare filing, fare construction and quotation;
- reporting and analytics: aircraft load factor, costs, market share, revenue and competition reports; and
- other miscellaneous services: updating employee records, calculation of medical leave and overtime for staff.

We believe that by transferring these processes to us, the client has achieved significant cost savings, and increased its levels of end-customer satisfaction. These benefits are in addition to process-specific productivity improvements such as higher quality and accuracy levels.

BFSI

According to the NASSCOM-McKinsey report, two sectors of the BFSI industry presented an addressable offshore business process outsourcing opportunity estimated to be between \$60.0 billion and \$75.0 billion in fiscal 2005, with current penetration estimated to be below 9.0%. Of this addressable market, approximately \$35.0 billion to \$40.0 billion is attributable to the retail banking sector and approximately \$25.0 billion to \$35.0 billion is attributable to the insurance sector. In 2005, we were ranked as the leading insurance outsourcer in India by Global Outsourcing. We also have growing expertise in the retail and mortgage banking, and asset management sectors.

The key BFSI industry sectors we serve are:

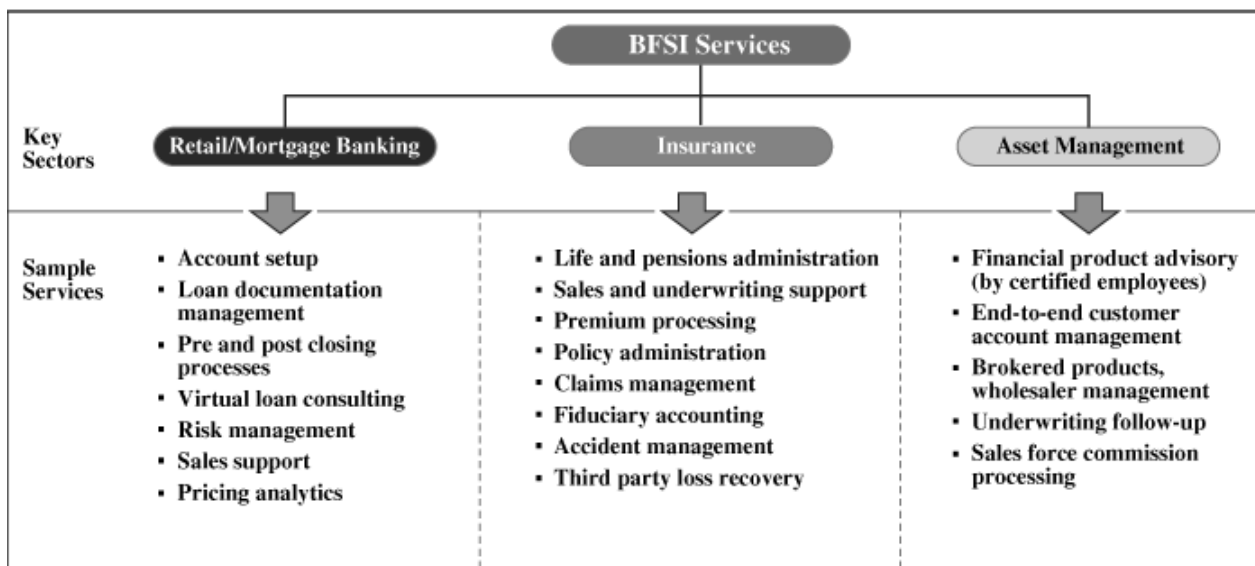
- integrated financial institutions;
- mortgage banks and investors in mortgage-backed securities;

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- financial advisory service providers;
- life, property and casualty, and health insurers;
- insurance brokers and loss assessors; and
- self-insured auto fleet owners.

We serve a diverse client base in this business unit that includes AVIVA, First Magnus Financial Corporation and Marsh. We also serve a large US-based financial advisory provider, a top ten UK auto insurer, a large insurance loss adjuster, several self-insured fleet owners and several mortgage-related companies. As of March 31, 2007, we had approximately 4,400 employees working in this business unit. In fiscal 2007 and 2006, revenue from this business unit represented 61.8% and 55.6% of our revenue and revenue less repair payments from this business unit represented 38.7% and 39.1% of our revenue less repair payments.

The following graphic illustrates the key areas in which we provide services to clients in this business unit:



In the areas of retail and mortgage banking, we offer an integrated service delivery solution called Digital Loan Management, or DLM, which combines automated mortgage processing with offshore delivery. Our BFSI business unit also includes our auto claims business, branded WNS Assistance, which is comprised of our WNS Auto Claims BPO segment. WNS Assistance offers a blended onshore-offshore delivery model that enables us to handle the entire automobile insurance claims cycle. We offer comprehensive accident management services to our clients where we arrange for repair of automobiles through a network of repair centers. We also offer claims management services where we process accident insurance claims for our clients. Our employees receive telephone calls reporting automobile accidents, generate electronic insurance claim forms and arrange for automobile repairs in cases of automobile damage. We also provide third party claims handling services including the administration and settlement of property and bodily injury claims while providing repair management and rehabilitation services to our insured and self-insured fleet clients and the end-customers of our insurance company clients. Our service for uninsured losses focuses on recovering repair costs and legal expenses directly from negligent third parties. See “Item 5. Operating and Financial Review and Prospects — Results by Reportable Segment.”

Case Study. We were engaged by a leading US residential mortgage lender, measured by volume, to develop and execute its long-term offshore business process outsourcing strategy, based on our domain expertise and specific focus on mortgage banking. We executed the engagement in a phased manner where low-risk processes such as document indexing were moved offshore first, followed by more complex processes which required a significant degree of specialized training and customization. Since the inception of this relationship in 2003, we have deployed over 500 employees on more than 30 business processes, including loan origination, underwriting, closing, post-closing and loan administration services. In moving these processes offshore, the client has benefited by reducing its operational costs, obtaining quicker turnaround times on transactions, improving accuracy,

quality and capacity management, and gaining an ability to focus on its core competencies such as customer acquisition and new product development.

Emerging Businesses

Our emerging businesses unit addresses the needs of the manufacturing, logistics, retail, utilities and professional services industries. We believe these industries are at a nascent stage of offshore business process outsourcing adoption, and therefore present significant opportunities for growth.

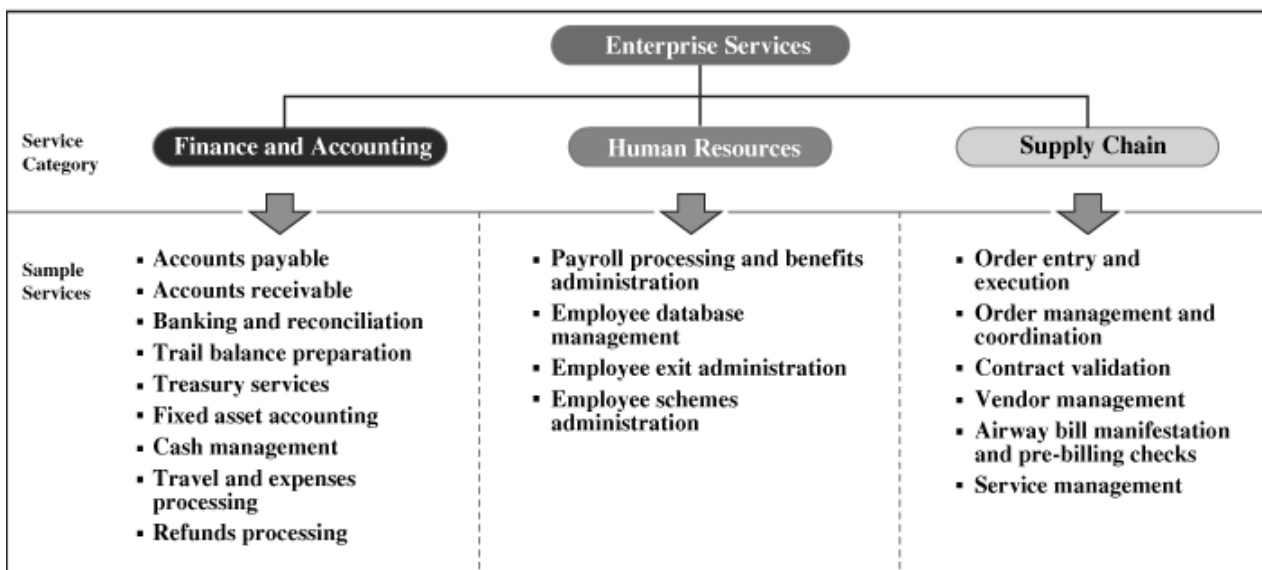
We serve a diverse client base including Centrica, GfK, Fedex and Indymac. In fiscal 2007, we had approximately 4,800 employees in this business unit. In fiscal 2007 and 2006, this business unit represented 15.4% and 11.3% of our revenue and 24.7% and 15.5% of our revenue less repair payments.

Our strategy for the emerging businesses unit is to nurture and develop emerging industry-specific capabilities up to a point of critical mass from which new industry-focused operating units may emerge. We utilize two core service capabilities to penetrate emerging businesses. These capabilities are broadly classified as:

- Enterprise Services, focused on finance and accounting, human resource and supply chain management services; and
- Knowledge Services, focused on market, business and financial research and analytical services.

Enterprise Services

Our enterprise services business unit focuses on various functions that are critical to our clients’ businesses. These functions include corporate and transactional accounting, payroll and benefits administration, order entry and tracking, and inbound supply chain and vendor management. The following graphic illustrates the key enterprise services we provide:



Case Study. A leading global gas utility, which is also a Fortune 100 company, retained us in January 2006 for the outsourcing of its transaction processing and finance and accounting services. The client selected us based on our reputation for operational excellence, process improvement, process migration expertise and our global footprint. Our dedicated transition team conducted a detailed evaluation of their existing processes and successfully transferred their back office and financial and accounting processes, as well as their correspondence, house and voice processes which enables them to communicate with their customers and respond to their queries and complaints via written communications, emails and on the telephone, on a new enterprise resource planning platform to our facilities in India within three months. In April 2006, the first process went live in Mumbai and we ramped up the process across multiple locations in a span of six months. Today, there are over 1,200 agents across two cities. During the transition period, a dedicated Six Sigma process improvement team worked hand in hand with the operations team in stabilizing the processes, thereby reducing the learning curve and enabling faster delivery of key metrics.

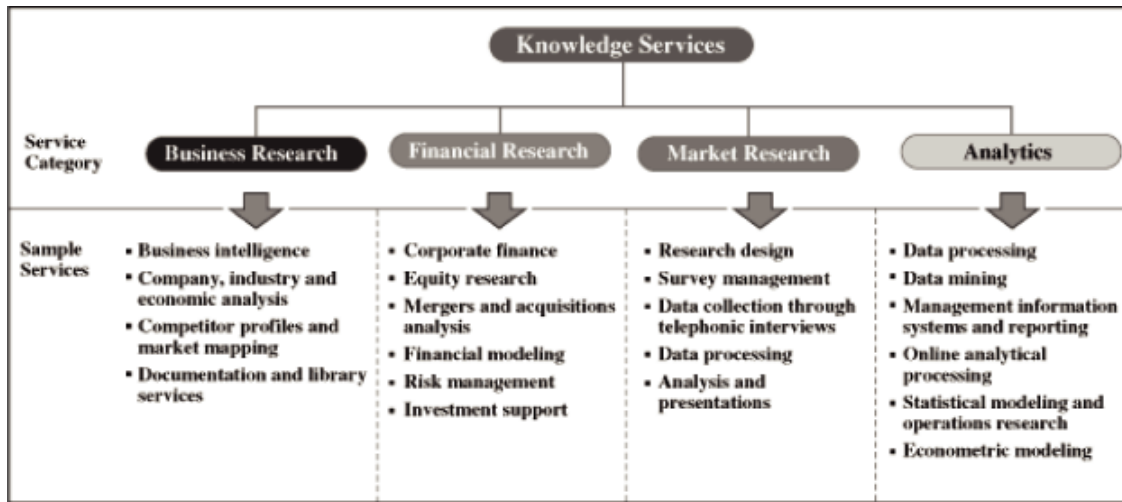
Knowledge Services

In the knowledge services area, we offer market, business and financial research and analytical services. Our services include complex and high-end analytics which require specialized skill sets. Many of our employees in this area have graduate degrees in statistics, management or accounting, which we believe enables us to secure higher rates for their services as compared to the rates for our other processes.

In May 2007, we acquired Marketics, a provider of offshore analytics services. Over the last three years, Marketics has developed a wide range of technology-enabled analytic services, primarily targeting the sales and marketing organizations of consumer-centric companies. Marketics’ value proposition is focused on enhancing business decision making through the use of complex analytics such as predictive modeling to understand consumer behavior patterns and sales data analytics to support inventory allocation.

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The following graphic illustrates the key knowledge services we provide:



Case Study. A leading UK-based market research firm retained us in 2000 to outsource its data processing requirements. This relationship commenced with a two-member team collating and tabulating market research data using sophisticated statistical analysis. In 2003, we expanded our relationship with this client to provide similar services for its North American operations. In 2004, we further expanded our service offerings to include data collection and telephone interviews to collect questionnaire responses. We also started providing research support services which are designed to assist the client’s research staff by undertaking tasks such as desk research, checking the quality of the outputs from various internal functions, graphically representing the data, data interpretation and advanced statistical analysis. As of March 31, 2007, we had over 150 employees working on over 700 market research projects for this client. We believe that our services have enabled the client to compete more effectively in its market.

Sales and Marketing

The offshore business process outsourcing services sales cycle is time consuming and complex in nature. The extended sales cycle generally includes initiating client contact, submitting requests for information and proposals for client business, facilitating client visits to our operational facilities, performing diagnostics studies and conducting pilot implementations to test our delivery capabilities. Due to the complex nature of our sales cycle, we have organized our sales teams by business units and staffed them with professionals who have specialized industry knowledge. This industry focus enables our sales teams to better understand the prospective client’s business needs and offer appropriate industry-focused solutions.

As of March 31, 2007, we had 80 sales and sales support professionals, with 23 based in the UK, 24 based in the US and 33 based in India. Our sales teams work closely with our sales support team in India, which provides critical analytical support throughout the sales cycle. Our front-line sales teams are responsible for identifying and initiating discussions with prospective clients, and selling services in new areas to existing clients. We have strategically recruited our sales teams primarily from the US and the UK.

We also assign dedicated account managers to each of our key clients. These managers work day-to-day with the client and our service delivery teams to address the client’s needs. More importantly, by using the detailed understanding of the client’s business and outsourcing objectives gained through this close interaction, our account managers actively identify and target additional processes that can be outsourced to us. Through this methodology, we have developed a strong track record of increasing our sales to existing clients over time.

Clients

As of March 31, 2007, we had a diverse client base of over 150 significant clients across a variety of industries and process types, including companies that we believe are among the leading players in their respective industries. We define significant clients as those who represent an ongoing business commitment to us, which includes substantially all of our clients within our WNS Global BPO segment and some of our clients within our WNS

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Auto Claims BPO segment. These clients offer only occasional business to us because of the small size of their automobile fleets and the consequent infrequent requirement of our auto claims services.

We believe the diversity in our client profile differentiates us from our competitors. See “Item 5. Operating and Financial Review and Prospects — Overview — Revenue” for additional information on our client base.

In fiscal 2007, the following were among our top 25 clients (including their affiliates) by revenue:

| | |
|------------------------------------|-------------------------|
| Air Canada | Indymac |
| AVIVA | Marsh |
| British Airways | SITA |
| Centrica | Travelocity |
| Fedex | Virgin Atlantic Airways |
| First Magnus Financial Corporation | |
| GfK | |

The table below sets forth the number of our clients by revenue less repair payments for the periods indicated. We believe that the growth in the number of clients who generate more than \$1 million of annual revenue less repair payments indicates our ability to extend the depth of our relationships with existing clients over time.

| | Year Ended March 31, | |
|---------------------------------|----------------------|------|
| | 2007 | 2006 |
| Below \$1.0 million | 115 | 109 |
| \$1.0 million to \$5.0 million | 30 | 18 |
| \$5.0 million to \$10.0 million | 3 | 0 |
| More than \$10.0 million | 6 | 4 |

Competition

Competition in the business process outsourcing services industry is intense and growing steadily. See “Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — We face competition from onshore and offshore business process outsourcing companies and from information technology companies that also offer business process outsourcing services. Our clients may also choose to run their business processes themselves, either in their home countries or through captive units located offshore.” We compete primarily with:

- focused business process outsourcing service companies based in offshore locations like India, such as Genpact, Firstsource and ExlService Holdings Inc.;
- business process outsourcing divisions of numerous information technology service companies located in India such as Infosys BPO Ltd (formerly Progeon Ltd) owned by Infosys Technologies Limited, or Infosys, Tata Consultancy Services Limited, or Tata Consultancy, and Wipro BPO, owned by Wipro Technologies Limited; and
- global companies such as Accenture Ltd, Affiliated Computer Services Inc., Electronic Data Systems, or EDS, and International Business Machines Corporation, or IBM, which provide an array of products and services including broad-based information technology, software, consulting and business process outsourcing services.

In addition, departments of certain companies may choose to perform their business processes in-house, in some cases via an owned and operated facility in an offshore location such as India. Their employees provide these services as part of their regular business operations.

While companies such as Infosys (through its business process outsourcing subsidiary, Infosys BPO Ltd) and Tata Consultancy can offer clients integrated information technology and business outsourcing services, we believe these companies focus on information technology as their core business. Global companies such as Accenture and IBM have significant client relationships

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and information technology capabilities, but we believe these companies are at a disadvantage in the offshore business process outsourcing business on account of their relatively limited offshore focus.

We compete against other offshore business process outsourcing-focused entities like Genpact and ExlServices Holdings Inc. by seeking to provide industry-focused services with an offshore focus and building on our track record of operational excellence.

Intellectual Property

We use a combination of our clients' software systems, third-party software platforms and systems and, in some cases, our own proprietary software and platforms to provide our services. Our principal proprietary software includes our platform for passenger revenue accounting called JADE, which we use in our travel business unit. In addition, we have an exclusive license to use an auto claims software platform called Claimsflo in the insurance market until 2012. Our proprietary and licensed software allows us to market our services with an integrated solution that combines a technology platform with our core business process outsourcing service offering.

We customarily enter into licensing and non-disclosure agreements with our clients with respect to the use of their software systems and platforms. Our contracts usually provide that all intellectual property created for the use of our clients will be assigned to them. Our employees are also required to sign confidentiality agreements as a condition to their employment.

We have registered the trademark "WNS" and "WNS-Extending Your Enterprise" in the US and India (in certain relevant categories) and have applied to register these trademarks in the European Union.

Technology

We have a dedicated team of technology experts who support clients at each stage of their engagement with us. The team conducts diagnostic studies for prospective clients and designs and executes technology solutions to enable offshore execution and management of the clients' business processes. We also have wireless-area-network, or WAN, local-area-network, or LAN, and desktop teams that focus on creating and maintaining our large pool of approximately 8,800 workstations and seek to ensure that our associates face minimal loss in time and efficiency in their work processes.

We have a well-developed international telecommunications infrastructure. We use a global wide area network, which we refer to as the WNSNet to connect our clients' data centers in the UK, Europe, North America and Asia with our delivery centers. WNSNet has extensive security and virus protection capabilities built in to protect the privacy of our clients and their customers and to protect against computer virus attacks. We believe our telecommunications network is adaptable to our clients' legacy systems as well as to new and emerging technologies. Our telecommunications network is supported by a 24/7 network management system. Our network is designed to eliminate any "single-point-of-failure" in the delivery of services to clients.

Process and Quality Assurance and Risk Management

Our process and quality assurance compliance programs are critical to the success of our operations. We have an independent quality assurance team to monitor, analyze, provide feedback on and report process performance and compliance. Our company-wide quality management system, which employs over 380 quality assurance analysts, focuses on managing our client processes effectively on an ongoing basis. Our process delivery is managed by independent empowered teams and measured regularly against pre-defined operational metrics. We also have a 380-person quality assurance team that satisfies the International Standard Organization (ISO) 9001:2000 standards for quality management systems. We apply the Six Sigma & Lean philosophy, which are statistical methodologies for improving consistent quality across processes as well as quality management principles for improving the operation of our clients' processes and providing a consistent level of service quality to our clients. As of March 31, 2007, more than 70 of our projects were run according to the Six Sigma principles. We also apply other process re-engineering methodologies to further improve our process delivery and undertake periodic audits of both our information systems policy and implemented controls.

Our risk management framework focuses on two important elements: business continuity planning and information security.

Our approach to business continuity planning involves implementation of an organization-wide business continuity management framework which includes continual self-assessment, strategy formulation, execution and review. Our business continuity strategy leverages our expanding network of delivery centers for operational and technological risk mitigation in the event of a

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disaster. To manage our business continuity planning program, we employ a dedicated team of experienced professionals. A customized business continuity strategy is developed for key clients, depending on their specific requirements. For mission-critical processes, operations are typically split across multiple delivery centers in accordance with client-approved customized business continuity plans.

Our approach to information security involves implementation of an organization-wide information security management system, or ISMS, which complies with the British Standards (BS) 7799:2002 or the ISO 27001:2005 for optimal implementation of systems to manage organizational information security risks. These standards seek to ensure that sensitive company information remains secure. Currently, information security systems at five delivery centers are BS 7799:2002 certified and two are ISO 27001:2005 certified, and we expect to seek similar certifications in our other delivery centers.

In addition, our clients, particularly those in the BFSI industry, may be governed by several regulations specific to their industries in their home jurisdictions which may require them to comply with certain process-specific requirements. We identify the process-specific compliance requirements of our clients typically related to regulations such as the Health Insurance Portability and Accountability Act and the Financial Services Act in the UK and help them maintain compliance in their business processes by implementing control and monitoring procedures. The control and monitoring procedures defined by this function are separate from and in addition to our periodic internal audits.

Human Capital

As of March 31, 2007, we had 15,084 employees, of whom approximately 11,429 were employees who execute client operations, whom we refer to as associates. Approximately 11,011 associates are based in India, with approximately 204 associates in Sri Lanka and approximately 214 associates in the UK. Most of our associates hold university degrees. As of March 31, 2006 and 2005, we had 10,433 and 7,176 employees, respectively. Our employees are not unionized and we have never experienced any work stoppages. We believe that our employee relations are good. We focus heavily on recruiting, training and retaining our employees.

Recruiting and Retention

We believe that we have developed effective human resource strategies and a strong track record in recruiting. As part of our recruiting strategy, we encourage candidates to view joining our organization as choosing a long-term career in the field of travel, BFSI or another specific industry or service area. We use a combination of recruitment from college campuses and professional institutes, via recruitment agencies, job portals, advertisements and walk-in applications. In addition, a significant number of our applicants are referrals by existing employees. We currently recruit an average of 1,300 employees per month.

In fiscal 2007, our overall attrition rate for all associates, following a six-month probationary period, was approximately 43.0%. We believe this rate is broadly in line with our peers in the offshore business process outsourcing industry.

Training and Development

We devote significant resources to the training and development of our associates. Our training typically covers modules in leadership and client processes, including the functional aspects of client processes such as quality and transfer. Training for new associates may also include behavioral and process training as well as culture, voice and accent training, as required by our clients. We have established the WNS Learning Academy where we offer specialized skills development, such as interviewing, coaching and presentation skills, and leadership development programs for associates as they move up the corporate hierarchy. The WNS Learning Academy is staffed with over 40 full-time trainers and content designers. We customize our training programs according to the nature of the client's business, the country in which the client operates and the services the client requires. By offering such training programs, we seek to ensure that associates who assume leadership positions within our organization are equipped with the necessary skills. Further, the WNS Learning Academy has an in-house e-learning unit which creates computer or web-based learning modules to support ongoing learning and development. The WNS Learning Academy also caters to our knowledge management.

Regulations

Due to the industry and geographic diversity of our operations and services, our operations are subject to a variety of rules and regulations, and several Indian, Sri Lankan, UK, Europe and US federal and state agencies regulate various aspects of our business. See "Item 3. Key Information — D. Risk Factors — Risks Related to our Business — Failure to adhere to the

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regulations that govern our business could result in us being unable to effectively perform our services. Failure to adhere to regulations that govern our clients' businesses could result in breaches of contract with our clients.”

Regulation of our industry by the Indian government affects our business in several ways. We benefit from certain tax incentives promulgated by the Indian government, including a tax holiday from Indian corporate income taxes for the operation of most of our Indian facilities, which will begin to expire in stages from April 1, 2008 through April 1, 2009. As a result of these incentives, our operations have been subject to lower Indian tax liabilities. In May 2007, the Indian Finance Act, 2007 was adopted, with the effect of subjecting Indian companies that benefit from a holiday from Indian corporate income taxes to the minimum alternate tax, or MAT, at the rate of 11.33% in the case of profits exceeding Rs. 10 million and 10.3% in the case of profits not exceeding Rs. 10 million with effect from April 1, 2007. As a result of this amendment to the tax regulations, we will be subject to MAT commencing fiscal 2008. To the extent MAT paid exceeds the actual tax payable on the taxable income, we would be able to set off such MAT credits against tax payable in the succeeding seven years, subject to the satisfaction of certain conditions. In addition to this tax holiday, our Indian subsidiaries are also entitled to certain benefits under relevant state legislation/regulations. These benefits include preferential allotment of land in industrial areas developed by the state agencies, incentives for captive power generation, rebates and waivers in relation to payments for transfer of property and registration (including for purchase or lease of premises) and commercial usage of electricity. Our subsidiaries in India are also subject to certain currency transfer restrictions. See “Item 5. Operating and Financial Review and Prospects — Critical Accounting Policies — Income Taxes” and Note 2 to our consolidated financial statements included elsewhere in this annual report for more details regarding foreign currency translations.

Enforcement of Civil Liabilities

We are incorporated in Jersey, Channel Islands. Most of our directors and executive officers reside outside of the US. Substantially all of the assets of these persons and substantially all of our assets are located outside the US. As a result, it may not be possible for investors to effect service of process on these persons or us within the US, or to enforce against these persons or us, either inside or outside the US, a judgment obtained in a US court predicated upon the civil liability provisions of the federal securities or other laws of the US or any state thereof. A judgment of a US court is not directly enforceable in Jersey, but constitutes a cause of action which will be enforced by Jersey courts provided that:

- the court which pronounced the judgment has jurisdiction to entertain the case according to the principles recognized by Jersey law with reference to the jurisdiction of the US courts;
- the judgment is final and conclusive — it cannot be altered by the courts which pronounced it;
- there is payable pursuant to the judgment a sum of money, not being a sum payable in respect of tax or other charges of a like nature or in respect of a fine or other penalty;
- the courts of the US have jurisdiction in the circumstances of the case;
- the judgment can be enforced by execution in the jurisdiction in which the judgment is given;
- the person against whom the judgment is given does not benefit from immunity under the principles of public international law;
- there is no earlier judgment in another court between the same parties on the same issues as are dealt with in the judgment to be enforced;
- the judgment was not obtained by fraud, duress and was not based on a clear mistake of fact; and
- the recognition and enforcement of the judgment is not contrary to public policy in Jersey, including observance of the principles of natural justice which require that documents in the US proceeding were properly served on the defendant and that the defendant was given the right to be heard and represented by counsel in a free and fair trial before an impartial tribunal.

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It is the policy of Jersey courts to award compensation for the loss or damage actually sustained by the person to whom the compensation is awarded. Although the award of punitive damages is generally unknown to the Jersey legal system, that does not mean that awards of punitive damages are not necessarily contrary to public policy. Whether a judgment was contrary to public policy depends on the facts of each case. Exorbitant, unconscionable, or excessive awards will generally be contrary to public policy. Moreover, if a US court gives a judgment for multiple damages against a qualifying defendant the amount which may be payable by such defendant may be limited by virtue of the Protection of Trading Interests Act 1980, an Act of the UK extended to Jersey by the Protection of Trading Interests Act 1980 (Jersey) Order, 1983, which provides that such qualifying defendant may be able to recover such amount paid by it as represents the excess of such multiple damages over the sum assessed as compensation by the court that gave the judgment. A “qualifying defendant” for these purposes is a citizen of the UK and Colonies, a body corporate incorporated in the UK, Jersey or other territory for whose international relations the United Kingdom is responsible or a person carrying on business in Jersey.

Jersey courts cannot enter into the merits of the foreign judgment and cannot act as a court of appeal or review over the foreign courts. It is doubtful whether an original action based on US federal securities laws can be brought before Jersey courts. A plaintiff who is not resident in Jersey may be required to provide security for costs in the event of proceedings being initiated in Jersey.

There is uncertainty as to whether the courts of India would, and Mourant du Feu & Jeune, our counsel as to Jersey law, have advised us that there is uncertainty as to whether the courts of Jersey would:

- recognize or enforce judgments of US courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the US or any state in the US; or
- entertain original actions brought in each respective jurisdiction against us or our directors or officers predicated upon the federal securities laws of the US or any state in the US.

Section 44A of the Code of Civil Procedure, 1908 (India), or the Civil Code, as amended, provides that where a foreign judgment has been rendered by a superior court in any country or territory outside India which the Indian government has by notification declared to be a reciprocating territory, such foreign judgment may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant superior court in India. Section 44A of the Civil Code is applicable only to monetary decrees not being in the nature of amounts payable in respect of taxes or other charges of a similar nature or in respect of fines or other penalties and does not include arbitration awards. The U.S. has not been declared by the Indian government to be a reciprocating territory for the purposes of Section 44A of the Civil Code.

A judgment of a foreign court may be enforced in India only by a suit upon the judgment, subject to Section 13 of the Civil Code and not by proceedings in execution. This section, which is the statutory basis for the recognition of foreign judgments, states that a foreign judgment is conclusive as to any matter directly adjudicated upon except:

- where the judgment has not been pronounced by a court of competent jurisdiction;
- where the judgment has not been given on the merits of the case;
- where the judgment appears on the face of the proceedings to be founded on an incorrect view of international law or a refusal to recognize the law of India in cases where such law is applicable;
- where the proceedings in which the judgment was obtained were opposed to natural justice;
- where the judgment has been obtained by fraud; or
- where the judgment sustains a claim founded on a breach of any law in force in India.

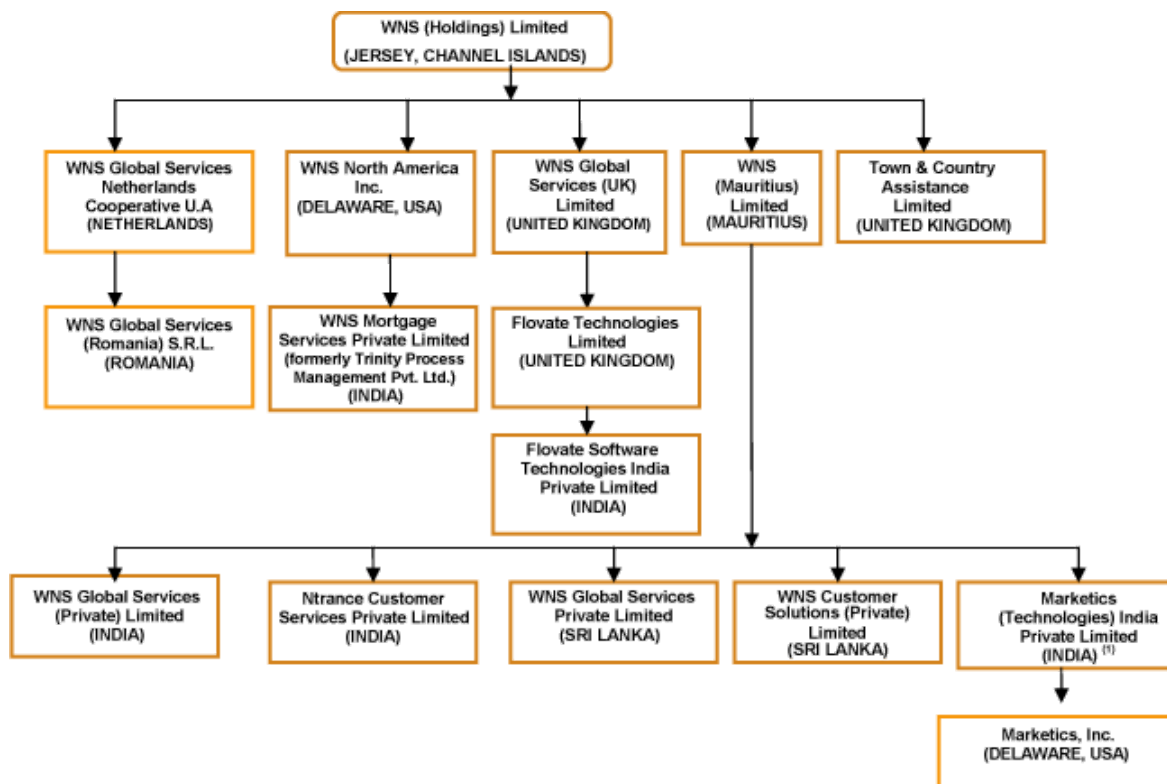
The suit must be brought in India within three years from the date of the judgment in the same manner as any other suit filed to enforce a civil liability in India. Generally, there are considerable delays in the disposal of suits by Indian courts. It is unlikely that a court in India would award damages on the same basis as a foreign court if an action is brought in India. Furthermore, it is unlikely that an Indian court would enforce foreign judgments if it viewed the amount of damages awarded as excessive or

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inconsistent with Indian practice. A party seeking to enforce a foreign judgment in India is required to obtain prior approval from the Reserve Bank of India under the Indian Foreign Exchange Management Act, 1999, to repatriate any amount recovered pursuant to such execution. Any judgment in a foreign currency would be converted into Indian rupees on the date of judgment and not on the date of payment.

C. Organizational Structure

The following diagram illustrates our company’s organizational structure and the place of organization of each of our subsidiaries as of the date hereof. Unless otherwise indicated, each of our subsidiary is 100% owned, directly or indirectly, by WNS (Holdings) Limited.



Note:

- (1) 75.1% of the share capital of Marketics has been transferred to us and the remaining 24.9% of the share capital is held in an escrow account to be transferred to us upon payment of a contingent earn-out consideration for the acquisition of Marketics.

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D. Property, Plants and Equipment

We currently have an installed capacity of approximately 8,713 workstations, or seats, that can operate on an uninterrupted 24/7 basis and can be staffed on a three-shift per day basis. We lease all of our properties, and most of our leases are renewable at our option. We also have one sales office each in the US and in the UK. The following table describes each of our delivery centers, including centers under construction, and sets forth our lease expiration dates:

| Location | Space (square feet) | Number of Workstations/Seats | Lease Expiration | Extendable Until(1) |
|----------------------------|---------------------|------------------------------|--|---------------------------------|
| India: | | | | |
| <i>Mumbai</i> | | | | |
| Plant 10 | 84,429 | 987 | May 15, 2008 | N/A |
| Plant 11 (old) | 15,323 | 177 | April 30, 2008 | N/A |
| Plant 11 | 69,611 | 728 | January 23, 2009 | October 23, 2012 |
| Raheja (Units 001/902) | 13,770 | 248 | January 29, 2015 | N/A |
| Raheja (Unit 101) | 22,000 | 206 | April 30, 2015 | N/A |
| Raheja (Units 002/201) | 24,600 | 205 | April 30, 2015 | N/A |
| | <u>229,733</u> | | | |
| <i>Gurgaon</i> | | | | |
| Tower A & B | 90,995 | 799 | October 31, 2009/ November 30, 2009 | April 30, 2014/ May 31, 2014 |
| Tower C | 51,244 | 661 | September 30, 2010 | March 31, 2015 |
| Building 6 (Phase I)(2) | 52,472 | | August 31, 2012 | N/A |
| Building 6 (Phase II) (2) | 39,734 | | September 30, 2012 | N/A |
| Building 6 (Phase III) (2) | 42,914 | 1,600(2) | December 31, 2012 | N/A |
| | <u>277,359</u> | | | |
| <i>Pune</i> | | | | |
| Sofotel | 142,800 | 1,782 | December 31, 2011 | N/A |
| NTrance(3) | 66,460 | 900 | March 9, 2014/ August 5, 2014 | N/A |
| Level 1 | 36,700 | 364 | February 2, 2012 | N/A |
| Level 2 | 36,700 | 349 | August 30, 2011 | N/A |
| Level 4 | 36,700 | 351 | February 2, 2011 | N/A |
| | <u>319,360</u> | | | |
| <i>Nashik</i> | | | | |
| Unity | 21,385 | 277 | April 30, 2007 | December 30, 2009 |
| Shreeniketan | 33,410 | 550 | September 30, 2007 | December 30, 2010 |
| | <u>54,795</u> | | | |
| Sri Lanka:(3) | | | | |
| <i>Colombo</i> | 30,000 | 373 | July 31, 2007 | July 31, 2010 |
| UK: | | | | |
| <i>Ipswich</i> | 10,704 | 120 | August 26, 2012 | N/A |
| US: | | | | |
| <i>New York</i> | 3,149 | N/A | May 31, 2008 | N/A |

Notes:

- Reflects the expiration date if each of our applicable extension options are exercised.
- We plan to commence interior fit out works in July 2007 and we expect to move into these office premises in the third quarter of fiscal 2008. The estimated capital expenditure for the interior fit out works is \$6.5 million, of which none has been spent. We estimate that we will have a total of 1,600 seats upon the completion of the interior fit out works.
- We use these delivery centers to provide services to one of our major clients, AVIVA. AVIVA has exercised its call option requiring us to transfer the relevant projects and operations of our facilities at Sri Lanka effective July 1, 2007. Upon completion of the transfer to AVIVA, the remaining part of the facilities will be retained by us. AVIVA also has the option to require us to transfer the relevant project and operations situated at Pune, NTrance, including the delivery center. See "Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — We may lose some or all of the revenue generated by one of our major clients."

Our delivery centers are equipped with fiber optic connectivity and have backups to their power supply designed to achieve uninterrupted operations. In fiscal 2008, we intend to open new delivery centers in Pune, Mumbai, Gurgaon and Bucharest.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion on the financial condition and results of operations of our company should be read in conjunction with our consolidated financial statements and the related notes included elsewhere in this annual report. Some of the statements in the following discussion contain forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of a number of factors, including, but not limited to, those described below and elsewhere in this annual report, particularly in the risk factors described in “Item 3 . Key Information — D. Risk Factors.”

Overview

We are a leading provider of offshore business process outsourcing, or BPO, services. We provide comprehensive data, voice and analytical services to our clients, which are typically companies located in Europe and North America. As of March 31, 2007, we had 15,084 employees across all our delivery centers. According to NASSCOM, we were among the top two India-based offshore business process outsourcing companies in terms of revenue in 2004, 2005 and 2006.

Although we typically enter into long-term contractual arrangements with our clients, these contracts can usually be terminated with or without cause by our clients and often with short notice periods. Nevertheless, our client relationships tend to be long-term in nature given the scale and complexity of the services we provide coupled with risks and costs associated with switching processes in-house or to other service providers. We structure each contract to meet our clients’ specific business requirements and our target rate of return over the life of the contract. In addition, since the sales cycle for offshore business process outsourcing is long and complex, it is often difficult to predict the timing of new client engagements. As a result, we may experience fluctuations in growth rates and profitability from quarter to quarter, depending on the timing and nature of new contracts. Our focus, however, is on deepening our client relationships and maximizing shareholder value over the life of a client’s relationship with us.

Our revenue is generated primarily from providing business process outsourcing services. We have two reportable segments for financial statement reporting purposes — WNS Global BPO and WNS Auto Claims BPO. In our WNS Auto Claims BPO segment we provide claims handling and accident management services, where we arrange for automobile repairs through a network of third party repair centers. In our accident management services, we act as the principal in our dealings with the third party repair centers and our clients. The amounts we invoice to our clients for payments made by us to third party repair centers is reported as revenue. Since we wholly subcontract the repairs to the repair centers, we evaluate our financial performance based on revenue net of payments to third party repair centers which is a non-GAAP measure. We believe that revenue less repair payments reflects more accurately the value addition of the business process services that we directly provide to our clients. See “— Results by Reportable Segment.” The presentation of this non-GAAP information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with US GAAP. Our revenue less repair payments may not be comparable to similarly titled measures reported by other companies due to potential differences in the method of calculation.

Between fiscal 2005 and fiscal 2007, our revenue grew from \$162.2 million to \$352.3 million, representing a compound annual growth rate of 47.4%, and our revenue less repair payments grew from \$99.0 million to \$219.7 million, representing a compound annual growth rate of 49.0%. During this period, we grew both organically and through acquisitions.

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The following table reconciles our revenue (a GAAP measure) to revenue less repair payments (a non-GAAP measure):

| | Year Ended March 31, | | | |
|----------------------------------|--------------------------|-----------------|----------------|----------------|
| | 2007 | 2006 | 2005 | 2004 |
| | (US dollars in millions) | | | |
| Revenue | \$ 352.3 | \$ 202.8 | \$ 162.2 | \$ 104.1 |
| Less: Payments to repair centers | \$ 132.6 | \$ 54.9 | \$ 63.2 | \$ 54.2 |
| Revenue less repair payments | <u>\$ 219.7</u> | <u>\$ 147.9</u> | <u>\$ 99.0</u> | <u>\$ 49.9</u> |

Our History and Milestones

We began operations as an in-house unit of British Airways in 1996, and became a focused third-party business process outsourcing service provider in fiscal 2003. The following are the key milestones in our operating history since Warburg Pincus acquired a controlling stake in our company from British Airways in May 2002 and inducted a new senior management team.

- In fiscal 2003, we acquired Town & Country Assistance Limited (which we subsequently rebranded as WNS Assistance and which constitutes our reportable segment for financial statement purposes, called WNS Auto Claims BPO), a UK-based automobile claims handling company, thereby extending our service portfolio beyond the travel industry to include insurance-based automobile claims processing;
- In fiscal 2003, we invested in capabilities to begin providing enterprise services and knowledge services to address the requirements of emerging industry segments in the offshore outsourcing context;
- In fiscal 2003 and 2004, we invested in our infrastructure to expand our service portfolio from data-oriented processing to include complex voice and blended data/voice service capabilities, and commenced offering comprehensive processes in the travel and banking, financial services and insurance, or BFSI, industries;
- In fiscal 2004, we acquired the health claims management business of Greensnow Inc.;
- In fiscal 2005, we opened facilities in Gurgaon, India and Colombo, Sri Lanka, thereby expanding our operating footprints across India, Sri Lanka and the UK;
- In fiscal 2006, we acquired Trinity Partners (which we subsequently merged into our subsidiary, WNS North America Inc.), a provider of business process outsourcing services to financial institutions, focusing on mortgage banking;
- In fiscal 2007, we expanded our facilities in Pune, Gurgaon and Mumbai and we also acquired from PRG Airlines Services Limited its fare audit services business;
- In May 2007, we acquired Marketics, a provider of offshore analytics services; and
- In June 2007, we acquired Flovate, a company engaged in the development and maintenance of software products and solutions.

As a result of these acquisitions and other corporate developments, our financial results in corresponding periods may not be directly comparable. Since fiscal 2003, the primary driver of our revenue growth has been organic business development, supplemented to a lesser extent by strategic acquisitions.

Revenue

We generate revenue by providing business process outsourcing services to our clients. In fiscal 2007, our revenue was \$352.3 million as compared to \$202.8 million in fiscal 2006, representing an increase of 73.7%. In fiscal 2007, our revenue less repair payments was \$219.7 million as compared to \$147.9 million in fiscal 2006, representing an increase of 48.5%.

We believe that we have been successful in achieving strong revenue growth due to a number of factors, including our understanding of our clients' industries, our focus on operational excellence and our world-class management team with

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significant experience in the global outsourcing industry. We have been successful in building a large client base that is diversified across industries and geographies. Our client base grew from 14 clients in May 2002 to more than 150 significant clients as of March 31, 2007 (for our definition of significant clients, see “Item 4. Information on the Company — B. Business Overview — Clients”). During fiscal 2007, fiscal 2006 and fiscal 2005, we added 25, 47 and 46 significant clients, respectively.

Our revenue is characterized by client, industry and geographic diversity, as the analysis below indicates.

Revenue by Top Clients

Since the time of the Warburg Pincus investment in our company, we have increased our client base and significantly reduced our client concentration. Prior to this investment, our largest client contributed over 90% of our revenue. In comparison, during fiscal 2007, our largest client contributed 18.5% of our revenue and 12.2% of our revenue less repair payments.

The following table sets forth the percentage of revenue and revenue less repair payments that we derived from our largest clients for the periods indicated:

| | Revenue | | | Revenue Less Repair Payments | | |
|------------------|----------------------|-------|-------|------------------------------|-------|-------|
| | Year Ended March 31, | | | Year Ended March 31, | | |
| | 2007 | 2006 | 2005 | 2007 | 2006 | 2005 |
| Top five clients | 55.2% | 41.0% | 40.1% | 45.7% | 52.8% | 56.4% |
| Top ten clients | 70.1% | 58.5% | 61.4% | 61.9% | 65.5% | 68.8% |
| Top 20 clients | 79.3% | 73.0% | 76.1% | 74.7% | 78.1% | 82.3% |

During fiscal 2007, we had two clients that individually contributed more than 10% of our revenue and our revenue less repair payments: AVIVA and Travelocity. These two clients collectively contributed 23.5% of our revenue less repair payments during fiscal 2007.

Revenue by Industry

For financial statement reporting purposes, we aggregate several of our operating segments, except for WNS Auto Claims BPO (which we market under the WNS Assistance brand) as it does not meet the aggregation criteria under GAAP. See “— Results by Reportable Segment.”

To achieve in-depth domain expertise and provide industry-specific services to our clients, we organize our business delivery along industry-focused business units. These business units seek to leverage our domain expertise to deliver industry-specific services to our clients. Accordingly, our industry-focused business units are:

- travel;
- BFSI (which includes our WNS Auto Claims BPO segment); and
- emerging businesses (which includes manufacturing, logistics, retail, utilities and professional services).

In May 2002, when Warburg Pincus acquired a majority stake in our business, we were primarily providing business process outsourcing services to airlines. Since then we have expanded our service portfolio across the travel industry and have also established significant operations in BFSI and other industries, which we include in our emerging businesses business unit. Our revenue and revenue less repair payments are diversified along these business units in the proportions and for the periods set forth in the table below:

| Business Units | Revenue | | | Revenue Less Repair Payments | | |
|---------------------|----------------------|---------------|---------------|------------------------------|---------------|---------------|
| | Year Ended March 31, | | | Year Ended March 31, | | |
| | 2007 | 2006 | 2005 | 2007 | 2006 | 2005 |
| Travel | 22.8% | 33.1% | 29.8% | 36.6% | 45.4% | 48.8% |
| BFSI | 61.8% | 55.6% | 61.4% | 38.7% | 39.1% | 36.8% |
| Emerging businesses | 15.4% | 11.3% | 8.8% | 24.7% | 15.5% | 14.4% |
| Total | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> |

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Revenue by Geography

The majority of our clients are located in Europe (primarily the UK) and North America (primarily the US). Since the time of the Warburg Pincus investment in our company in fiscal 2003, we have invested in establishing a sales and marketing presence in North America, which has resulted in an increasing proportion of our revenue coming from North America. The share of our revenue from North America has grown to 22.9% in fiscal 2007 from 17.3% in fiscal 2005. The share of our revenue less repair payments from North America has grown to 36.8% in fiscal 2007 from 28.3% in fiscal 2005. We expect this trend to continue on revenue less repair payments basis in the future.

The following table sets forth the composition of our revenue and revenue less repair payments based on the location of our clients in our key geographies for the periods indicated:

| Locations | Revenue | | | Revenue Less Repair Payments | | |
|------------------------------|----------------------|---------------|---------------|------------------------------|---------------|---------------|
| | Year Ended March 31, | | | Year Ended March 31, | | |
| | 2007 | 2006 | 2005 | 2007 | 2006 | 2005 |
| UK | 53.9% | 62.6% | 65.1% | 50.5% | 49.6% | 51.6% |
| Europe (excluding UK) | 22.4% | 12.5% | 17.1% | 11.5% | 16.3% | 19.2% |
| North America (primarily US) | 22.9% | 24.2% | 17.3% | 36.8% | 33.2% | 28.3% |
| Rest of World | 0.8% | 0.7% | 0.5% | 1.2% | 0.9% | 0.9% |
| Total | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> | <u>100.0%</u> |

Our Contracts

We provide our services under contracts with our clients, the majority of which have terms ranging between three and five years, with some being rolling contracts with no end dates. Typically, these contracts can be terminated by our clients with or without cause and with notice periods ranging from three to six months. However, we tend to have long-term relationships with our clients given the complex and comprehensive nature of the business processes executed by us, coupled with the switching costs and risks associated with relocating these processes in-house or to other service providers.

Each client contract has different terms and conditions based on the scope of services to be delivered and the requirements of that client. Occasionally, we may incur significant costs on certain contracts in the early stages of implementation, with the expectation that these costs will be recouped over the life of the contract to achieve our targeted returns. Each client contract has corresponding service level agreements that define certain operational metrics based on which our performance is measured. Some of our contracts specify penalties or damages payable by us in the event of failure to meet certain key service level standards within an agreed upon time frame.

When we are engaged by a client, we typically transfer that client's processes to our delivery centers over a two to six month period. This transfer process is subject to a number of potential delays. Therefore, we may not recognize significant revenue until several months after commencing a client engagement.

In the WNS Global BPO segment, we charge for our services primarily based on three pricing models — per full-time-equivalent; per transaction; or cost-plus — as follows:

- per full-time-equivalent arrangements typically involve billings based on the number of full-time employees (or equivalent) deployed on the execution of the business process outsourced;
- per transaction arrangements typically involve billings based on the number of transactions processed (such as the number of e-mail responses, or airline coupons or insurance claims processed); and
- cost-plus arrangements typically involve billing the contractually agreed direct and indirect costs and a fee based on the number of employees deployed under the arrangement.

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Our prior contract with one of our major clients, British Airways, would have expired in March 2007. In July 2006, we entered into a definitive contract with British Airways to replace the prior contract. The new contract will expire in May 2012. Under the new contract the parties have agreed to change the basis of pricing for a portion of the contracted services over a transition period from a “per full time equivalent basis” to a “per unit transaction basis.” This change could have the effect of reducing the amount of revenue that we receive under this contract for the same level of services. The change to a “per unit transaction price” basis also allows us to share benefits from increases in efficiency in performing services under this contract.

Our contracts with another major client, AVIVA, to provide business process outsourcing services grant AVIVA the option to require us to transfer our facilities at Sri Lanka and Pune to this client. On January 1, 2007, AVIVA exercised its call option requiring us to transfer the Sri Lanka facility to AVIVA effective July 1, 2007. Effective July 1, 2007, we will lose all revenue generated by the Sri Lanka facility and this will negatively impact our revenues and result of operations. For fiscal 2007, 2006 and 2005, the Sri Lanka facility accounted for 1.9%, 3.3% and 1.1% of our revenue, respectively, and 3.0%, 4.5% and 1.7% of our revenue less repair payments, respectively. If the option to transfer the Pune facility is exercised, we will be required to transfer the AVIVA Pune facility to AVIVA on or after December 31, 2007 and we lose all revenue from AVIVA. For fiscal 2007, 2006 and 2005, the Pune facility accounted for 5.2%, 6.5% and 5.1% of our revenue, respectively, and 8.3%, 8.8% and 8.4% of our revenue less repair payments, respectively. See “Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — We may lose some or all of the revenue generated by one of our major clients.”

A small part of our revenue is comprised of reimbursements of out-of-pocket expenses incurred by us in providing services to our clients.

In our WNS Auto Claims BPO segment, we earn revenue from claims handling and accident management services. For claims handling, we charge on a per claim basis or a fixed fee per vehicle over a contract period. For automobile accident management services, where we arrange for the repairs through a network of repair centers that we have established, we invoice the client for the amount of the repair. When we direct a vehicle to a specific repair center, we receive a referral fee from that repair center.

Overall, we believe that we have established a sustainable business model which offers revenue visibility over a substantial portion of our business. We have done so by:

- developing a broad client base which has resulted in limited reliance on any particular client;
- seeking to balance our revenue base by targeting industries that offer significant offshore outsourcing potential;
- addressing the largest markets for offshore business process outsourcing services, which provide geographic diversity across our client base; and
- focusing our service mix on diverse data, voice and analytical processes, resulting in enhanced client retention.

Expenses

The majority of our expenses is comprised of cost of revenue and operating expenses. The key components of our cost of revenue are payments to repair centers, employee costs and infrastructure-related costs. Our operating expenses include SG&A and amortization of intangible assets. Our non-operating expenses include interest expenses, other income and other expenses.

Cost of Revenue

Our WNS Auto Claims BPO segment includes automobile accident management services, where we arrange for repairs through a network of repair centers. The payments to repair centers represent the largest component of cost of revenue. The value of these payments in any given period is primarily driven by the volume of accidents and the amount of the repair costs related to such accidents.

Our next most significant component of cost of revenue is employee costs. In addition to employee salaries, employee costs include costs related to recruitment, training and retention. Historically, our employee costs have increased primarily due to increases in number of employees to support our growth and, to a lesser extent, to recruit, train and retain employees. Salary levels in India and our ability to efficiently manage and retain our employees significantly influence our cost of revenue. See

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“Item 4. Information on the Company — B. Business Overview — Human Capital.” We expect our employee costs to increase as we continue to increase our headcount to service additional business and as wages continue to increase in India. See “Item. 3. Key Information. — D. Risk Factors — Risks Related to Our Business — Wage increases in India may prevent us from sustaining our competitive advantage and may reduce our profit margin.” We seek to mitigate these cost increases through improvements in employee productivity, employee retention and asset utilization.

Our infrastructure costs are comprised of depreciation, lease rentals, facilities management and telecommunication network cost. Most of our leases for our facilities are long-term agreements and have escalation clauses which provide for increases in rent at periodic intervals commencing between three and five years from the start of the lease. Most of these agreements have clauses that cap escalation of lease rentals.

We create capacity in our operational infrastructure ahead of anticipated demand as it takes six to nine months to build up a new site. Hence, our cost of revenue as a percentage of revenue may be higher during periods in which we carry such additional capacity.

Once we are engaged by a client in a new contract, we normally have a transition period to transfer the clients’ processes to our delivery centers and accordingly incur costs related to such transfer. Therefore, our cost of revenue in relation to our revenue may be higher until the transfer phase is completed, which may last for two to six months.

We entered into a particular contract with a new major client in January 2004 for the outsourcing of their back-office and contact center operations, in which we were required to bear the cost of the client’s resources located in North America that were used by us to provide the business process outsourcing services during a transfer period of approximately one year. The payments for such client resources decreased over the transfer period, which was substantially completed by December 2004. The payment for use of these resources amounted to \$19.2 million during fiscal 2005, which was a significant component of our cost of revenue during fiscal 2005. While it is possible that WNS might enter into a similar contract in the future, WNS has no current contracts with similar arrangements or current plans to enter into any such similar contracts.

SG&A Expenses

Our SG&A expenses are primarily comprised of corporate employee costs for sales and marketing, general and administrative and other support personnel, travel expenses, legal and professional fees, share-based compensation expense, brand building expenses, and other general expenses not related to cost of revenue.

SG&A expenses as a proportion of revenue were 14.9% in fiscal 2007 as compared with 17.9% for fiscal 2006. SG&A expenses as a proportion of revenue less repair payments were 23.9% in fiscal 2007 as compared with 24.6% for fiscal 2006. We expect SG&A expenses as a proportion of revenue less repair payments to continue to decline over the next few years.

We expect our corporate employee costs for general and administrative and other support personnel to increase in fiscal 2008 but at a lower rate than the increase in our revenue less repair payments.

We expect the employee costs associated with sales and marketing and related travel costs to increase in fiscal 2008. See “Item 4. Information on the Company — B. Business Overview — Business Strategy — Enhance awareness of the WNS brand name.” Our sales team is compensated based on achievement of business targets set at the beginning of each fiscal year. Accordingly, we expect this variable component of the sales team costs to increase in line with overall business growth.

Prior to April 1, 2006, we accounted for our employee share-based compensation plan using the intrinsic value method of accounting prescribed by the Accounting Principles Board, or APB, Opinion No. 25, “*Accounting for Stock Issued to Employees*” and related interpretations, as permitted by SFAS No. 123, “*Accounting for Stock-Based Compensation*.” Effective April 1, 2006, we adopted the Statement of Financial Accounting Standards No. 123 (revised 2004), “*Share-Based Payment*,” or SFAS 123(R), which are based on the fair value of the equity instruments of an enterprise issued in exchange for employee services, using the prospective transition method. As a result, our income before income taxes and net income for fiscal 2007 are lower by \$0.7 million and \$0.3 million, respectively, than if we had continued to account for share-based compensation under APB Opinion No. 25. Basic and diluted earnings per share for fiscal 2007 will remain unchanged if we had continued to account for share-based compensation under APB Opinion No. 25. See Note 2 to our consolidated financial statements included elsewhere in this annual report for more details.

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Amortization of Intangible Assets

Amortization of intangible assets is associated with our acquisitions of Trinity Partners in November 2005, PRG Airline Services Limited's fare audit services business in August 2006 and GHS Holdings Limited's financial accounting business in September 2006.

Non-Operating Income (Expense), Net

Non-operating income (expense), net is comprised of interest expenses, other expenses and other income. Other expenses and other income include interest income and foreign exchange gains or losses. Interest expense primarily relates to interest charges arising from short-term note payable which is paid prior to each fiscal year end.

Foreign Exchange

Exchange Rates

Although a substantial portion of our revenue and revenue less repair payments is denominated in pound sterling (71.5% and 54.4%, respectively, in fiscal 2007, 70.2% and 59.1%, respectively, in fiscal 2006 and 77.4% and 62.9%, respectively, in fiscal 2005) and US dollars (24.8% and 39.8%, respectively, in fiscal 2007, 24.4% and 33.4%, respectively, in fiscal 2006 and 17.7% and 28.9%, respectively, in fiscal 2005), most of our expenses (net of payments to repair centers) (86.0% in fiscal 2007, 77.5% in fiscal 2006 and 80.0% in fiscal 2005) are incurred and paid in Indian rupees. The exchange rates between the Indian rupee and the US dollar and between the pound sterling and the US dollar have changed substantially in recent years and may fluctuate substantially in the future. We report our financial results in US dollars and our results of operations may be adversely affected if the pound sterling depreciates against the US dollar or the Indian rupee appreciates against the US dollar. See "Item 11. Quantitative and Qualitative Disclosures About Market Risk — B. Risk Management Procedures — Components of Market Risk — Exchange Rate Risk."

In addition, we carry current assets and current liabilities such as accounts receivable and accounts payable in foreign currencies on our balance sheet. The translation of such balance sheet accounts denominated in foreign currencies into US dollars (which is our reporting currency) is at the rate in effect at the balance sheet date. Adjustments resulting from the translation of our financial statements from functional currency to reporting currency are accumulated and reported as other comprehensive income (loss), which is a separate component of shareholder's equity. Foreign currency transaction gains and losses are recorded as other income or expense.

Currency Regulation

Our Indian subsidiary, WNS Global, is registered as an exporter of business process outsourcing services with the Software Technology Parks of India, or STPI. According to the prevailing foreign exchange regulations in India, an exporter of business process outsourcing services registered with the STPI is required to receive its export proceeds in India within a period of 12 months from the date of such exports in order to avail itself of the tax and other benefits associated with STPI status. Units which are not registered with STPI are required to receive these proceeds within six months. In the event that such a registered exporter has received any advance against exports in foreign exchange from its overseas customers, it is required to render the requisite services so that such advances are earned within a period of 12 months from the date of such receipt. If WNS Global does not meet these conditions, it will be required to obtain permission from the Reserve Bank of India to receive and realize such foreign currency earnings.

A majority of the payments we receive from our clients are denominated in pound sterling, US dollars and Euros. For most of our clients, our operating subsidiaries in the UK and the US enter into contractual agreements directly with our clients for the provision of business process outsourcing services by WNS Global. WNS Global holds the foreign currency it receives in an export earners foreign currency account. All foreign exchange requirements, such as for the import of capital goods, expenses incurred during overseas travel by employees and discharge of foreign exchange expenses or liabilities, can be met using the foreign currency in the export earners foreign currency account in India. As and when funds are required by us, the funds in the export earners' foreign currency account may be transferred to an ordinary rupee-denominated account in India.

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There are currently no Jersey, UK or US foreign exchange control restrictions on the payment of dividends on our ordinary shares or on the conduct of our operations.

Income Taxes

We operate in multiple tax jurisdictions including India, the UK and the US. As a result, our effective tax rate will change from year to year based on recurring factors such as the geographical mix of income before taxes, state and local taxes, the ratio of permanent items to pretax book income and the implementation of various global tax strategies, as well as non-recurring events.

Our Indian operations are eligible to claim income tax exemption with respect to profits earned from export revenue by various delivery centers registered with STPI. This benefit is available from the date of commencement of operations to March 31, 2009, subject to a maximum of ten years. We have 10 such delivery centers in India in fiscal 2007 and 2006 and nine such delivery centers in fiscal 2005. The tax benefits of these delivery centers expire in stages from April 1, 2008 to April 1, 2009.

As a result of the tax benefits described above, our income derived from our business process outsourcing service operations are not subject to corporate tax in India. The additional income tax expense we would otherwise have had to pay at the statutory rate in India, if the tax exemption was not available, would have been approximately \$8.7 million for fiscal 2007, \$4.7 million for fiscal 2006 and \$0.8 million for fiscal 2005. When our tax holiday expires or is withdrawn by Indian tax authorities, our tax expense will materially increase. In the absence of a tax holiday, income derived from India would be taxed up to a maximum of the then prevailing annual tax rate which, as of March 31, 2007, was 33.66%. We have not recognized a deferred tax asset on carried forward losses as there is uncertainty regarding the availability of such operating losses in subsequent years.

In May 2007, the Indian Finance Act, 2007 was adopted, with the effect of subjecting Indian companies that benefit from a holiday from Indian corporate income taxes to the minimum alternate tax, or MAT, at the rate of 11.33% in the case of profits exceeding Rs. 10 million and 10.3% in the case of profits not exceeding Rs. 10 million with effect from April 1, 2007. To the extent MAT paid exceeds the actual tax payable on the taxable income, such companies would be able to set off such MAT credits against tax payable in the succeeding seven years, subject to the satisfaction of certain conditions. As a result of this amendment to the tax regulations, we will be subject to MAT and be required to pay additional taxes commencing fiscal 2008. To the extent MAT paid exceeds the actual tax payable on our taxable income, we would be able to set off such MAT credits against tax payable in the succeeding seven years, subject to the satisfaction of certain conditions. We expect to be able to set off our MAT payments against our increased tax liability based on taxable income when our tax holiday expires or is withdrawn by the Indian tax authorities.

In addition, in May 2007, the government of India implemented a fringe benefit tax on the allotment of shares pursuant to the exercise or vesting, on or after April 1, 2007, of options and RSUs granted to employees. The fringe benefit tax is payable by the employer at the rate of 33.99% on the difference between the fair market value of the options and RSUs on the date of vesting of the options and RSUs and the exercise price of the options and the purchase price (if any) for the RSUs, as applicable. The government of India has not published its guidelines on how the fair market value of the options and RSUs should be determined. The new legislation permits the employer to recover the fringe benefit tax from the employees. However, we may decide not to recover, or we may be unsuccessful in recovering, the fringe benefit tax from our employees, which would cause our overall expense to increase.

In 2005, the government of India implemented the Special Economic Zone Act, 2005, or SEZ legislation, with the effect that taxable income of new operations established in designated special economic zones, or SEZs, may be eligible for tax exemption equal to (i) 100% of their profits or gains derived for the first five years from the commencement of operations; (ii) 50% of those profits or gains for the next five years; and (iii) 50% of those profits or gains for a further five years, subject to satisfying certain capital investment requirements.

We may establish one or more new operations centers in designated SEZs that would be eligible for the benefits of the SEZ legislation, subject to the receipt of requisite governmental and regulatory approvals. However, the Ministry of Finance in India has expressed concern about the potential loss of tax revenues as a result of the exemptions under the SEZ legislation. The SEZ legislation has been criticized on economic grounds by the International Monetary Fund and may be challenged in courts by certain non-governmental organizations. It is possible that, as a result of such political pressures, the procedure for obtaining the benefits of the SEZ legislation may become more onerous, the types of land eligible for SEZ status may be further restricted or the SEZ legislation may be amended or repealed. Moreover, there is continuing uncertainty as to the governmental and regulatory approvals required to establish operations in the SEZs or to qualify for the tax benefit. This uncertainty may delay our establishment of operations in the SEZs.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements included elsewhere in this annual report which have been prepared in accordance with US GAAP. Note 2 to our consolidated financial statements describes our significant accounting policies and is an essential part of our consolidated financial statements.

We believe the following to be critical accounting policies. By “critical accounting policies,” we mean policies that are both important to the portrayal of our financial condition and financial results and require critical management judgments and estimates. Although we believe that our judgments and estimates are appropriate, actual future results may differ from our estimates.

Revenue Recognition

We generate revenue by providing business process outsourcing services to our clients. Business process outsourcing services involve providing back-office administration, data management, contact center management and automobile claims handling services. We recognize revenue when we have persuasive evidence of an arrangement, services have been rendered, the fee is determinable and collectibility is reasonably assured. We conclude that we have persuasive evidence of an arrangement when we enter into an agreement with our clients with terms and conditions that describe the service and the related payments and are legally enforceable. We consider revenue to be determinable when the services have been provided in accordance with the agreement. When the terms of the agreement specify service level parameters that must be met, we monitor such service level parameters and determine if there are any service credits or penalties that we need to account for. Revenue is recognized net of any service credits that are due to a client. A substantial portion of our revenue is from large companies, where we do not believe we have a significant credit risk. We have certain minimum commitment arrangements, whereby the contracts either provide for a minimum revenue commitment on an annual basis or a cumulative basis over multiple years, stated in terms of annual minimum amounts. Where a minimum commitment is specific to an annual period, any revenue shortfall is invoiced and recognized at the end of this period. When the shortfall in a particular year can be offset with revenues received in excess of minimum commitments in a subsequent year, we recognize deferred revenue for the shortfall which has been invoiced and received. To the extent we have sufficient experience to conclude that the shortfall will not be satisfied by excess revenues in a subsequent period, the deferred revenue will be recognized as revenue in that period. In order to determine whether we have sufficient experience, we consider several factors which include (i) the historical volume of business done with a client as compared with initial projections of volume as agreed to by the client and us; (ii) the length of time for which we have such historical experience; (iii) future volume expected based on projections received from the client; and (iv) our internal expectations of the ongoing volume with the client. Otherwise the deferred revenue will remain until such time we can conclude that it will not receive revenues in excess of the minimum commitment. For certain agreements, we have retroactive discounts related to meeting agreed volumes. In such situations, we record revenue at the discounted rate, although we initially bill at the higher rate, unless we can determine that the agreed volumes will not be met.

We invoice our clients depending on the terms of the arrangement, which include billing based on a per employee, per transaction or cost-plus basis. Amounts billed or payments received, where all the conditions for revenue recognition have not been met, are recorded as deferred revenue and are recognized as revenue when all recognition criteria have been met. However, the costs related to the performance of such work are recognized in the period the services are rendered.

Certain contracts allow us to invoice our clients for out-of-pocket expenses incurred to render services to our clients and we recognize such reimbursements as revenue.

We provide automobile claims handling services, which include claims handling and administration, or claims handling, and arranging for repairs with repair centers across the UK and the related payment processing for such repairs, or accident management. With respect to claims handling, we enter into contracts with our clients to process all their claims over the contract period, where the fees are determined either on a per claim basis or is a fixed payment for the contract period. Where our contracts are on a per claim basis, we invoice the client at the inception of the claim process. We estimate the processing period for the claims and recognize revenue over the estimated processing period. In prior years, this processing period generally ranged between two to six months. Since the first quarter of fiscal 2007, we have reduced the processing period to generally range from two to three months. The processing time may be greater for new clients and the estimated service period is adjusted accordingly. The processing period is estimated based on historical experience and other relevant factors, if any. Where the fee is a fixed payment for the contract period, revenue is recognized on a straight line basis over the period of the contract. In certain

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cases, the fee is contingent upon the successful recovery of a claim by the client. In these circumstances, the revenue is not recognized until the contingency is resolved.

In order to provide automobile accident management services, we negotiate with and set up a network of repair centers where vehicles involved in an accident can be repaired. We are the principal in these transactions between the repair center and the client. The repair centers bill us for the negotiated costs of the repair and we invoice such costs to the client. We recognize the amounts invoiced to the client as revenue as we have determined that we meet the criteria established by Emerging Issues Task Force Consensus, or EITF, No. 99-19, “*Reporting Revenue Gross as a Principal versus Net as an Agent.*” Factors considered in determining that we are the principal in the transaction include whether (i) we negotiate the labor rates with repair centers; (ii) we determine which repair center should be used; (iii) we are responsible for timely and satisfactory completion of repairs; and (iv) we bear the credit risk. In certain circumstances, a portion of the repair costs may be insured. In such situations, the payment received from the insurance company is not recognized as revenue or cost of revenue. We invoice the repair center for referral fees and recognize it as revenue.

Business Combinations

Our acquisitions have been accounted under the purchase method of accounting. We identify tangible and intangible assets that we have acquired and estimate the fair values on the date of the acquisition. We determine the fair values of the acquired assets taking into consideration information supplied by the management of the acquired entities, external valuations and other relevant information. We primarily determine the valuations based on an estimate of the future discounted cash flow projections. We also estimate the useful lives of the assets acquired to determine the period over which we will depreciate or amortize the assets. Where there are significant differences between the tax bases and book bases of the assets acquired or liabilities assumed, we also create deferred tax assets or liabilities at the date of the acquisition. The determination of fair values requires significant judgment both by management and by outside specialists engaged to assist in this process. The remainder of the purchase price, if any, is recorded as goodwill.

Goodwill, Intangible Assets and Property and Equipment

We determine reporting units based on our analysis of segments and estimate the goodwill to be allocated to each reporting unit.

The goodwill impairment test is a two-step process, which requires us to make judgments in determining what assumptions to use in the calculation. The first step of the process consists of estimating the fair value of each of our reporting units, based on a discounted cash flow model, using revenue and profit forecasts and comparing those estimated fair values with the carrying values which include the allocated goodwill. If the estimated fair value is less than the carrying value, a second step is performed to compute the amount of the impairment by determining the implied fair value of goodwill. The determination of a reporting unit’s implied fair value of goodwill requires the allocation of the estimated fair value of the reporting unit to the assets and liabilities of the reporting unit. Any unallocated fair value representing the implied fair value of goodwill is then compared to its corresponding carrying value. If the carrying value exceeds the implied fair value of goodwill, the difference is recognized as an impairment charge.

The implied fair value of reporting units is determined by our management and is generally based upon future cash flow projections for the reporting unit, discounted to present value. We consider external valuations when management considers it appropriate to do so.

We amortize intangible assets with definite lives over the estimated useful lives and review them for impairment, if indicators of impairment arise. We estimate the useful lives of intangible assets after consideration of historical results and anticipated results based on our current plans.

We initially record purchased property and equipment, which includes amounts recorded under capital leases, at cost. Advances paid towards the acquisition of property and equipment and the cost of property and equipment not put to use before the balance sheet date are reported under the caption capital work-in-progress. Depreciation and amortization of property and equipment are computed using the straight-line method over the estimated useful lives of the assets. We estimate the useful lives of intangible assets after consideration of historical results and anticipated results based on our current plans.

We perform impairment reviews of intangible assets and property and equipment when events or circumstances indicate that the value of the assets may be impaired. Indicators of impairment include operating or cash flow losses, significant decreases in

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market value or changes in the physical condition of the property and equipment. When indicators of impairment are present, the evaluation of impairment is based upon a comparison of the carrying amount of the intangible asset or property and equipment to the estimated future undiscounted net cash flows expected to be generated by the asset. If estimated future undiscounted cash flows are less than the carrying amount of the asset, the asset is considered impaired. The impairment expense is determined by comparing the estimated fair value of the intangible asset or property and equipment to its carrying value, with any shortfall from fair value recognized as an expense in the current period. The estimate of undiscounted cash flows and the fair value of assets require several assumptions and estimates.

We cannot predict the occurrence of future events that might adversely affect the reported value of goodwill, intangible assets or property and equipment. Such events include, but are not limited to, strategic decisions made in response to economic and competitive conditions, the impact of the environment on our customer base, and material negative change in relationship with significant customers.

Income Taxes

We apply the asset and liability method of accounting for income taxes as described in Statement of Financial Accounting Standards, or SFAS, No. 109, "Accounting for Income Taxes." Under this method, deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry-forwards. Deferred tax assets and liabilities are measured using tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. We recognize valuation allowances to reduce the deferred tax assets to an amount that is more likely than not to be realized. In assessing the likelihood of realization, we consider estimates of future taxable income.

We also evaluate potential exposures related to tax contingencies or claims made by the tax authorities in various jurisdictions and determine if a reserve is required. A reserve is recorded if we believe that a loss is probable and the amount can be reasonably estimated. These reserves are based on estimates and subject to changing facts and circumstances considering the progress of ongoing audits, case law and new legislation. We believe that the reserves established are adequate in relation to the potential for any additional tax assessments.

Results of Operations

The following table sets forth certain financial information as a percentage of revenue and revenue less repair payments:

| | Revenue | | | Revenue Less Repair Payments | | |
|------------------------------------|----------------------|-----------|-----------|------------------------------|-----------|-----------|
| | Year Ended March 31, | | | Year Ended March 31, | | |
| | 2007 | 2006 | 2005 | 2007 | 2006 | 2005 |
| | Unaudited | Unaudited | Unaudited | Unaudited | Unaudited | Unaudited |
| Cost of revenue | 77.0% | 71.9% | 86.5% | 63.1% | 61.4% | 77.9% |
| Gross profit | 23.0% | 28.1% | 13.5% | 36.9% | 38.6% | 22.1% |
| Operating expenses: | | | | | | |
| SG&A | 14.9% | 17.9% | 15.3% | 23.9% | 24.6% | 25.1% |
| Amortization of intangibles assets | 0.5% | 0.4% | 0.9% | 0.9% | 0.6% | 1.4% |
| Operating income (loss) | 7.6% | 9.8% | (2.7)% | 12.1% | 13.4% | (4.4)% |
| Non-operating income (loss) | 0.7% | 0.0% | (0.2)% | 1.1% | 0.0% | (0.3)% |
| Provision for income taxes | (0.7)% | (0.8)% | (0.7)% | (1.2)% | (1.1)% | (1.1)% |
| Net income (loss) | 7.6% | 9.0% | (3.6)% | 12.0% | 12.3% | (5.8)% |

The following table reconciles revenue (a GAAP measure) to revenue less repair payments (a non-GAAP measure) across our business:

| | Year Ended March 31, | | |
|----------------------------------|----------------------|--------|--------|
| | 2007 | 2006 | 2005 |
| Revenue | 100.0% | 100.0% | 100.0% |
| Less: Payments to repair centers | 37.6% | 27.1% | 39.0% |
| Revenue less repair payments | 62.4% | 72.9% | 61.0% |

Fiscal 2007 Compared to Fiscal 2006

Revenue. Revenue in fiscal 2007 was \$352.3 million, an increase of 73.7% over revenue of \$202.8 million in fiscal 2006. This increase in revenue of \$149.5 million was primarily attributable to an increase in revenue from existing clients of \$76.6 million on account of an expansion of the number of processes that we executed for these clients and an increase in volumes for the existing processes. The increase in revenue from new clients was \$72.9 million. Revenue from the UK, Europe (excluding the UK) and North America (primarily the US) accounted for \$189.9 million, \$79.0 million and \$80.8 million, respectively, of our revenue for fiscal 2007, representing an increase of 49.6%, 210.8% and 64.4%, respectively, from fiscal 2006.

Revenue Less Repair Payments. Revenue less repair payments in fiscal 2007 was \$219.7 million, an increase of 48.5% over our revenue less repair payments of \$147.9 million in fiscal 2006. This increase in revenue less repair payments of \$71.8 million was primarily attributable to an increase in revenue less repair payments from existing clients of \$50.3 million on account of an expansion of the number of processes that we executed for these clients and an increase in volumes for the existing processes. The increase in revenue less repair payments from new clients was \$21.5 million. Contract prices across the various types of processes remained substantially stable over this period. Revenue less repair payments from the UK, Europe (excluding the UK) and North America (primarily the US) accounted for \$110.9 million, \$25.3 million and \$80.8 million, respectively, of our revenue in fiscal 2007, representing increases of 51.3%, 5.0% and 64.4%, respectively, from fiscal 2006. We realized increases in revenue less repair payments across each of our business units in fiscal 2007, most significantly in our emerging businesses unit, followed by our BFSI business unit and to a lesser degree, in our travel business unit.

Cost of Revenue. Cost of revenue in fiscal 2007 was 77.0% of revenue as compared to 71.9% of revenue in fiscal 2006. Cost of revenue in fiscal 2007 was \$271.2 million, an increase of 86.1% over our cost of revenue of \$145.7 million in fiscal 2006. Payments made to repair centers increased by \$77.7 million to \$132.6 million in fiscal 2007 from \$54.9 million in fiscal 2006 due to the addition of a new client and increased business from existing clients. Operating employee costs increased by \$26.9 million and travel costs increased by \$2.7 million over this period due to an increase in headcount. In addition, infrastructure costs increased by \$18.1 million due to the opening of two new delivery centers, one each in Pune and Mumbai and the expansion of existing centers. Share-based compensation costs included in operating employee compensation increased by \$0.9 million in fiscal 2007 as compared to fiscal 2006.

Gross Profit. Gross profit in fiscal 2007 was \$81.1 million, or 23.0% of revenue, as compared to \$57.1 million, or 28.1% of revenue, in fiscal 2006. Gross profit as a percentage of revenue less repair payments was 36.9% in fiscal 2007 compared to 38.6% in fiscal 2006. Gross profit as a percentage of revenue less repair payments decreased by approximately 1.7% in fiscal 2007 as compared to fiscal 2006 primarily on account of \$2.4 million of revenue recognized during fiscal 2006 that had been deferred from fiscal 2005 and higher employee costs and infrastructure costs.

SG&A Expenses. SG&A expenses in fiscal 2007 were \$52.5 million, an increase of 44.3% over our SG&A expenses of \$36.3 million in fiscal 2006. Non-operating employee compensation and related travel expenses were higher by \$9.1 million largely on account of our increased marketing efforts and the expansion of our management team. Share-based compensation costs included in non-operating employee compensation increased by \$0.9 million in fiscal 2007 as compared to fiscal 2006. Other SG&A cost elements such as facilities costs, professional fees and depreciation increased by \$7.0 million in fiscal 2007 as compared to fiscal 2006. SG&A expenses as a percentage of revenue were 14.9% in fiscal 2007 compared to 17.9% in fiscal 2006. SG&A expenses as a percentage of revenue less repair payments were 23.9% in fiscal 2007 compared to 24.6% in fiscal 2006, as our revenue less repair payments grew more rapidly than our SG&A expenses.

Amortization of Intangible Assets. Amortization of intangible assets was \$1.9 million in fiscal 2007, an increase of 121.5% over \$0.9 million in fiscal 2006. The increase was primarily on account of intangible assets acquired through our acquisition of Trinity Partners in November 2005.

Operating Income. Income from operations in fiscal 2007 was \$26.8 million compared to \$19.9 million in fiscal 2006, due to the reasons discussed above. Income from operations as a percentage of revenue was 7.6% in fiscal 2007 as compared to 9.8% in fiscal 2006. Income from operations as a percentage of revenue less repair payments was 12.1% in fiscal 2007 as compared to

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13.4% in fiscal 2006. We had recognized \$2.4 million of revenue during fiscal 2006 that had been deferred from fiscal 2005, as all revenue recognition criteria had not been met at the end of fiscal 2005.

Other Income Net. Other income, net in fiscal 2007 was \$2.5 million as compared to \$0.5 million in fiscal 2006, an increase of \$2.0 million, primarily on account of interest income earned on our net proceeds from our initial public offering which are held in term deposits and demand deposits. Interest income was \$3.5 million in fiscal 2007 as compared to \$0.4 million in fiscal 2006. The increase in income was partially offset by foreign exchange loss. We recorded a foreign exchange loss of \$1.4 million in fiscal 2007 as compared to a foreign exchange loss of \$0.4 million in fiscal 2006.

Interest Expense. Interest expense in fiscal 2007 was \$0.1 million, a decrease from \$0.4 million in fiscal 2006.

Provision for Income Taxes. Provision for income taxes in fiscal 2007 was \$2.6 million, an increase of 63.5% over our provision for income taxes of \$1.6 million in fiscal 2006. Tax as a percentage of net income before tax was 8.8% in fiscal 2007 as compared to 7.9% in fiscal 2006.

Net Income. Net income in fiscal 2007 was \$26.6 million compared to \$18.3 million in fiscal 2006. Net margins were 7.5% in fiscal 2007 as compared to 9.0% in fiscal 2006. Net margins as percentage of revenue less repair payments were 12.1% in fiscal 2007 as compared to 12.3% in fiscal 2006.

Fiscal 2006 Compared to Fiscal 2005

Revenue. Revenue in fiscal 2006 was \$202.8 million, an increase of 25.1% over revenue of \$162.2 million in fiscal 2005. This increase in revenue of \$40.6 million was primarily attributable to an increase in revenue from existing clients of \$30.4 million on account of an expansion of the number of processes that we executed for these clients and an increase in volumes for the existing processes. The increase in revenue from new clients was \$10.2 million, including an increase of \$6.0 million attributable to the acquisition of Trinity Partners during the fiscal year. We also experienced a higher percentage growth in revenue from North American clients due to our increased investment in our salesforce in North America. Revenue from the UK, Europe (excluding the UK) and North America (primarily the US) accounted for \$126.9 million, \$25.4 million and \$49.1 million, respectively, of our revenue for fiscal 2006, representing increase (decrease) of 20.2%, (8.3)% and 75.5%, respectively, from fiscal 2005.

Revenue Less Repair Payments. Revenue less repair payments in fiscal 2006 was \$147.9 million, an increase of 49.4% over our revenue less repair payments of \$99.0 million in fiscal 2005. This increase in revenue less repair payments of \$48.9 million was primarily attributable to an increase in revenue less repair payments from existing clients of \$39.2 million on account of an expansion of the number of processes that we executed for these clients and an increase in volumes for the existing processes. The increase in revenue less repair payments from new clients was \$9.7 million, including an increase of \$6.0 million that was attributable to the acquisition of Trinity Partners during the fiscal year. Contract prices across the various types of processes remained stable over this period. We realized increases in revenue less repair payments across each of our business units in fiscal 2006. Revenue less repair payments from the UK, Europe (excluding the UK) and North America (primarily the US) accounted for \$73.3 million, \$24.1 million and \$49.1 million, respectively, of our revenue in fiscal 2006, representing increases of 43.7%, 26.3% and 75.5%, respectively, from fiscal 2005.

Cost of Revenue. Cost of revenue in fiscal 2006 was 71.9% of revenue as compared to 86.5% of revenue in fiscal 2005. Cost of revenue in fiscal 2006 was \$145.7 million, an increase of 3.9% over our cost of revenue of \$140.3 million in fiscal 2005. Employee costs increased by \$20.1 million and travel costs increased by \$3.4 million over this period due to an increase in headcount. In addition, infrastructure costs increased by \$9.4 million due to the opening of two new operating centers, one each in Gurgaon and Nashik, and the expansion of existing centers. These increases were offset in part by a decline in payments made to repair centers, from \$63.2 million in fiscal 2005 to \$54.9 million in fiscal 2006. In addition, our cost of revenue in fiscal 2005 included a \$19.2 million payment for client resources located in North America that we bore while transferring this client's processes to our offshore delivery centers (see " — Overview — Expenses — Cost of Revenue"). Further, included in the cost of revenue in fiscal 2006 was \$3.2 million relating to Trinity Partners.

Gross Profit. Gross profit in fiscal 2006 was \$57.1 million, or 28.1% of revenue, as compared to \$21.9 million, or 13.5% of revenue, in fiscal 2005. Gross profit as a percentage of revenue less repair payments was 38.6% in fiscal 2006 compared to 22.1% in fiscal 2005. The lower gross profit in fiscal 2005 was due to the payment for client resources in North America during the transfer period described above. We also recognized \$2.4 million of revenue during fiscal 2006 that had been deferred from fiscal 2005, as all revenue recognition criteria had not been met at the end of fiscal 2005.

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SG&A Expenses. SG&A expenses in fiscal 2006 were \$36.3 million, an increase of 46.0% over our SG&A expenses of \$24.9 million in fiscal 2005. Non-operating employee compensation and related travel expenses were higher by \$5.4 million largely on account of our increased marketing efforts in North America and the expansion of our management team. Share-based compensation costs included in non-operating employee compensation increased by \$1.6 million in fiscal 2006 as compared to fiscal 2005. Other SG&A cost elements such as facilities costs, professional fees and depreciation increased by \$6.0 million in fiscal 2006 as compared to fiscal 2005. SG&A expenses as a percentage of revenue were 17.9% in fiscal 2006 compared to 15.3% in fiscal 2005. SG&A expenses as a percentage of revenue less repair payments were 24.6% in fiscal 2006 compared to 25.1% in fiscal 2005, as our revenue less repair payments grew more rapidly than our SG&A expenses.

Amortization of Intangible Assets. Amortization of intangible assets was \$0.9 million in fiscal 2006, a decrease of 39.5% over \$1.4 million in fiscal 2005. The decrease was on account of intangible assets acquired through our acquisition of Town & Country Assistance Limited in fiscal 2003, the majority of which were amortized through fiscal 2005 offset in part by the amortization related to intangible assets of \$0.7 million from our acquisition of Trinity Partners in fiscal 2006.

Operating Income (Loss). Income from operations in fiscal 2006 was \$19.9 million compared to a loss from operations of \$(4.4) million in fiscal 2005, due to the reasons discussed above. Income from operations as a percentage of revenue was 9.8% in fiscal 2006, compared to a loss from operations as a percentage of revenue of (2.7)% in fiscal 2005. Income from operations as a percentage of revenue less repair payments was 13.4% in fiscal 2006, compared to a loss from operations as a percentage of revenue less repair payments of (4.4)% in fiscal 2005.

Other Income, Net. Other income, net in fiscal 2006 was \$0.5 million, an increase from \$0.2 million in fiscal 2005.

Interest Expense. Interest expense in fiscal 2006 was \$0.4 million, a decrease from \$0.5 million in fiscal 2005.

Provision for Income Taxes. Provision for income taxes in fiscal 2006 was \$1.6 million, an increase of 47.4% over our provision for income taxes of \$1.1 million in fiscal 2005, due to an increase of \$0.9 million in taxes paid in the UK related to our auto claims business and a decrease of \$0.4 million in the rest of our business in fiscal 2006.

Net Income (Loss). Net income in fiscal 2006 was \$18.3 million compared to a net loss of \$(5.8) million in fiscal 2005. We had a net income in fiscal 2006 as compared to a net loss in fiscal 2005 due to our revenue growth, as well as the lower cost of onshore client resources as described above. Net margins were 9.0% in fiscal 2006 as compared to (3.6)% in fiscal 2005. Net margins as a percentage of revenue less repair payments were 12.3% in fiscal 2006 as compared to (5.8)% in fiscal 2005.

Results by Reportable Segment

For purposes of evaluating operating performance and allocating resources, we have organized our company by operating segments. See Note 14 of the notes to our consolidated financial statements included elsewhere in this annual report. For financial statement reporting purposes, we aggregate the segments that meet the criteria for aggregation as set forth in SFAS No. 131, “*Disclosures about Segments of an Enterprise and Related Information*,” or SFAS No. 131. We have separately reported our auto claims segment (or WNS Assistance), as it does not meet the aggregation criteria under SFAS No. 131. Accordingly, pursuant to SFAS No. 131, we have two reportable segments: WNS Global BPO and WNS Auto Claims BPO.

WNS Global BPO is primarily delivered out of our offshore delivery centers in India and Sri Lanka. This segment includes all of our business activities with the exception of WNS Auto Claims BPO. WNS Auto Claims BPO is our automobile claims management business called WNS Assistance, which is primarily based in the UK and is part of our BFSI business unit. See “Item 4. Information on the Company — B. Business Overview — Business Process Outsourcing Service Offerings.” We report WNS Auto Claims BPO as a separate segment for financial statement reporting purposes since a substantial part of our reported revenue in this business consists of amounts invoiced to our clients for payments made by us to automobile repair centers, resulting in lower long-term gross margins when measured on the basis of revenue, relative to the WNS Global BPO segment.

Amounts we invoice our clients for the automobile repair costs that we pay to repair centers is recognized as revenue because we act as principal in our dealings with the repair centers and our clients in our WNS Auto Claims BPO business. We are responsible for the repairs, including determining the repair center to be used and negotiating labor rates with such repair centers. We also bear the credit risk of recovery of these payments from our clients beyond certain advance payments from our clients. However, since we wholly subcontract the repairs to the repair centers, we evaluate our business performance based on our revenue net of these payments to repair centers, which we call revenue less repair payments. Though a non-GAAP measure, we believe that

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revenue less repair payments reflects more accurately the value of our services to our clients, and we use revenue less repair payments as the primary measure to allocate resources and evaluate segmental performance. We also use segment operating income (loss), which is defined as segment income (loss) before unallocated costs, as a secondary measure to evaluate segment performance during a period. Operating margins in our WNS Auto Claims BPO segment, when calculated on the basis of revenue less repair payments, are comparable to operating margins in our WNS Global BPO segment.

Our management allocates resources based on segment revenue less repair payments and measures segment performance based on revenue less repair payments and to a lesser extent on segment operating income. The accounting policies of our reportable segments are the same as those of our company. See “— Critical Accounting Policies.” We may in the future change our reportable segments based on how our business evolves.

The following table shows revenue and revenue less repair payments for our two reportable segments for the periods indicated:

| | Year Ended March 31, 2007 | | Year Ended March 31, 2006 | | Year Ended March 31, 2005 | |
|----------------------------------|---------------------------|---------------------|---------------------------|---------------------|---------------------------|---------------------|
| | WNS Global BPO | WNS Auto Claims BPO | WNS Global BPO | WNS Auto Claims BPO | WNS Global BPO | WNS Auto Claims BPO |
| | (US dollars in millions) | | | | | |
| Segment revenue(1) | \$ 195.0 | \$ 158.8 | \$ 125.2 | \$ 79.6 | \$ 78.6 | \$ 85.2 |
| Less: Payments to repair centers | — | 132.6 | — | 54.9 | — | 63.2 |
| Revenue less repair payments(1) | 195.0 | 26.2 | 125.2 | 24.7 | 78.6 | 22.0 |
| Depreciation | 12.8 | 2.0 | 8.7 | 1.8 | 6.9 | 1.5 |
| Other costs | 154.9 | 19.1 | 99.0 | 17.8 | 77.8 | 17.1 |
| Segment operating income (loss) | <u>\$ 27.3</u> | <u>\$ 5.1</u> | <u>\$ 17.5</u> | <u>\$ 5.1</u> | <u>\$ (6.1)</u> | <u>\$ 3.4</u> |

Note:

(1) Segment revenue includes inter-segment revenue of \$1.5 million for fiscal 2007, \$2.0 million for fiscal 2006 and \$1.6 million for fiscal 2005.

In fiscal 2007, WNS Global BPO accounted for 54.9% of our revenue and 88.1% of our revenue less repair payments, compared to 60.8% of our revenue and 83.3% of our revenue less repair payments in fiscal 2006.

WNS Global BPO

Segment Revenue. Revenue in the WNS Global BPO segment increased by 55.7% to \$195.0 million in fiscal 2007 from \$125.2 million in fiscal 2006. Revenue in this segment increased by 59.3% to \$125.2 million in fiscal 2006 from \$78.6 million in fiscal 2005. Increases during both these periods were primarily driven by an increase in the volume of transactions executed for existing clients and an increase in revenue from new clients. Contract prices across the various types of processes remained substantially stable over these periods.

Segment Operating Income (Loss). Segment operating income in the WNS Global BPO segment increased by 55.7% to \$27.3 million in fiscal 2007 from an operating income of \$17.5 million in fiscal 2006. This change was primarily attributable to increased revenues. Segment operating income increased to \$17.5 million in fiscal 2006 from a segment operating loss of \$6.1 million in fiscal 2005. This change was primarily attributable to the impact of our bearing the cost of client resources in North America of \$19.2 million in fiscal 2005, as explained above (see “— Overview — Expenses — Cost of Revenue”). Segment operating margin for fiscal 2007 remained unchanged at 14.0% of revenue as compared to fiscal 2006.

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WNS Auto Claims BPO

Segment Revenue. Revenue in the WNS Auto Claims BPO segment increased by 99.5% to \$158.8 million in fiscal 2007 from \$79.6 million in fiscal 2006, primarily due to the addition of a significant new client and the assumption of the role as principal in our dealings with third party repair centers for our accident management services for an existing significant client. Payments made to repair centers in fiscal 2007 were \$132.6 million, an increase of 141.5% from \$54.9 million in fiscal 2006. This was primarily due to the addition of a significant new client and our assumption of the role as principal in our dealings with third party repair centers for accident management services for an existing significant client. Revenue less repair payments in this segment increased by 6.1% to \$26.2 million in fiscal 2007 from \$24.7 million in fiscal 2006, due to the addition of a significant new client. Revenue in this segment decreased by 6.6% to \$79.6 million in fiscal 2006 from \$85.2 million in fiscal 2005. Payments made to repair centers in fiscal 2006 were \$54.9 million, a decrease of 13.1% from \$63.2 million in fiscal 2005. This was primarily due to a loss of a significant client. Revenue less repair payments in this segment increased by 12.2% to \$24.7 million in fiscal 2006 from \$22.0 million in fiscal 2005, driven by the growth in new claims processing clients as well as continued increases in claims processed on behalf of our existing clients. Contract prices across the various types of processes remained substantially stable over these periods.

Segment Operating Income. Segment operating income decreased by 1.4% to \$5.07 million in fiscal 2007 from \$5.14 million in fiscal 2006. Segment operating income as a percentage of revenue less repair payments was 19.4% in fiscal 2007 as compared to 20.8% in fiscal 2006. This decrease of 1.4% was mainly on account of a ramp up for a significant customer. As claims management revenue is recognized over the period that claims are processed, a portion of such revenue is deferred at the end of a period. Our processing period was two to six months. Since the first quarter of fiscal 2007, we have reduced the processing period to generally range from two to three months. Claims management revenue deferred at March 31, 2006 was higher than claims management revenue deferred at March 31, 2007 by \$0.2 million. Segmental operating income increased by 53.4% to \$5.1 million in fiscal 2006 from \$3.3 million in fiscal 2005. The increase of \$1.8 million was due to a 12.2% increase in revenue less repair payments in fiscal 2006. Claims management revenue deferred at March 31, 2005 was higher than claims management revenue deferred at March 31, 2006 by \$1.7 million.

Quarterly Results

The following table presents unaudited quarterly financial information for each of our last eight fiscal quarters on a historical basis. We believe the quarterly information contains all adjustments necessary to fairly present this information. As a business process outsourcing services provider, we anticipate and respond to demand from our clients. Accordingly, we have limited control over the timing and circumstances under which our services are provided. Typically, we show a decrease in our first-quarter margins as a result of salary increases. For these and other reasons, we can experience variability in our operating results from quarter to quarter. The operating results for any quarter are not necessarily indicative of the results for any future period.

| | Fiscal 2007 | | | | Fiscal 2006 | | | |
|--------------------------------------|--------------------------|----------|----------|----------|--------------------|-------------|----------|------------|
| | Three Months Ended | | | | Three Months Ended | | | |
| | Mar 2007 | Dec 2006 | Sep 2006 | Jun 2006 | Mar 2006(1) | Dec 2005(1) | Sep 2005 | Jun 2005 |
| | (US dollars in millions) | | | | | | | |
| Revenue | \$ 110.7 | \$ 102.0 | \$ 86.6 | \$ 53.0 | \$ 52.9 | \$ 49.8(2) | \$ 48.9 | \$ 51.2(2) |
| Cost of revenue | 85.2 | 81.3 | 67.3 | 37.4 | 37.3 | 34.1 | 35.6 | 38.7 |
| Gross profit | 25.5 | 20.7 | 19.3 | 15.6 | 15.6 | 15.7 | 13.4 | 12.4 |
| Operating expenses: | | | | | | | | |
| SG&A | 16.3 | 14.0 | 12.1 | 10.1 | 11.4(3) | 9.7(4) | 8.2 | 7.1 |
| Amortization of intangibles assets | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | 0.1 | 0.1 |
| Operating income | 8.7 | 6.2 | 6.7 | 5.0 | 3.7(3) | 5.8(4) | 5.1 | 5.3 |
| Non-operating income (loss) | 1.3 | 1.3 | (0.1) | (0.1) | 0.2 | (0.0) | (0.1) | (0.1) |
| (Provision) benefit for income taxes | (1.2) | (0.5) | (0.6) | (0.3) | (0.3) | 0.1 | (0.5) | (0.9) |
| Net income | 8.8 | 7.0 | 6.0 | 4.6 | 3.7 | 5.9 | 4.4 | 4.4 |

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The following table sets forth for the periods indicated selected consolidated financial data:

| | Fiscal 2007 | | | | Fiscal 2006 | | | |
|--|--------------------|----------|----------|----------|--------------------|-------------|----------|----------|
| | Three Months Ended | | | | Three Months Ended | | | |
| | Mar 2007 | Dec 2006 | Sep 2006 | Jun 2006 | Mar 2006(1) | Dec 2005(1) | Sep 2005 | Jun 2005 |
| Gross profit as a percentage of revenue | 23.1% | 20.3% | 22.2% | 29.4% | 29.5% | 31.5% | 27.3% | 24.3% |
| Operating income as a percentage of revenue | 7.9% | 6.2% | 7.7% | 9.4% | 7.0% | 11.6% | 10.4% | 10.4% |
| Gross profit as a percentage of revenue less repair payments | 39.8% | 36.3% | 36.4% | 34.3% | 37.6% | 40.8% | 38.4% | 37.5% |
| Operating income as a percentage of revenue less repair payments | 13.7% | 11.0% | 12.6% | 11.0% | 9.0% | 15.0% | 14.6% | 16.0% |

The following table reconciles our revenue (a GAAP measure) to revenue less repair payments (a non-GAAP measure):

| | Fiscal 2007 | | | | Fiscal 2006 | | | |
|----------------------------------|--------------------|----------|----------|----------|--------------------|-------------|----------|------------|
| | Three Months Ended | | | | Three Months Ended | | | |
| | Mar 2007 | Dec 2006 | Sep 2006 | Jun 2006 | Mar 2006(1) | Dec 2005(1) | Sep 2005 | Jun 2005 |
| Revenue | \$ 110.7 | \$ 102.0 | \$ 86.6 | \$ 53.0 | \$ 52.9 | \$ 49.8(2) | \$ 48.9 | \$ 51.2(2) |
| Less: Payments to repair centers | 46.7 | 44.8 | 33.6 | 7.5 | 11.5 | 11.3 | 14.1 | 18.0 |
| Revenue less repair payments | \$ 64.0 | \$ 57.2 | \$ 53.0 | \$ 45.5 | 41.4 | \$ 38.4(2) | \$ 34.8 | \$ 33.2(2) |

(US dollars in millions)

Notes:

- The financial information for the quarters from and including the quarter ended December 2005 reflects the acquisition of Trinity Partners in November 2005.
- Revenue and revenue less repair payments in the quarters ended December 2005 and June 2005 include \$2.4 million and \$0.8 million, respectively, of revenue deferred from fiscal 2005. Costs associated with this revenue were however recognized in fiscal 2005.
- SG&A expenses in the quarter ended March 2006 include \$0.7 million for consulting and auditing fees, representing a portion of the professional fees relating to our preparations for becoming a public company. In addition, costs related to a recruitment drive were higher relative to the prior quarters in fiscal 2006.
- SG&A expenses in the quarter ended December 2005 include share-based compensation cost of \$1.4 million, of which \$1.2 million related to the repurchase and modification of options.

Contractual Obligations

Our principal commitments consist of obligations under operating leases for office space, which represent minimum lease payments for office space, purchase obligations for property and equipment and capital leases for computers. We have no ongoing commercial commitments, such as drawn lines of credit, guarantees or standby purchase orders that would affect our liquidity over the next five years. The following table sets out our total future contractual obligations as of March 31, 2007 on a consolidated basis:

| | Payments due by period | | | | |
|---------------------------|------------------------|------------------|---------------------------|-----------|-------------------|
| | Total | Less than 1 Year | (US dollars in thousands) | | |
| | | | 2-3 Years | 4-5 Years | More than 5 Years |
| Operating leases | \$ 43,720 | \$ 10,815 | \$ 17,338 | \$ 12,079 | \$ 3,488 |
| Purchase obligations | 1,964 | 1,964 | — | — | — |
| Capital lease obligations | \$ 13 | 11 | 2 | — | — |
| Total | \$ 45,697 | \$ 12,790 | \$ 17,340 | \$ 12,079 | \$ 3,488 |

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements or obligations.

Liquidity and Capital Resources

Historically, our sources of funding have principally been from cash flow from operations supplemented by equity and short-term debt financing as required. Our capital requirements have principally been for the establishment of operations facilities to support our growth and acquisitions.

During fiscal 2007 and 2006, our net income was \$26.6 million and \$18.3 million, respectively. By implementing our growth strategy (see “Item 4. Information on the Company — B. Business Overview — Business Strategy”), we intend to generate higher revenue in the future in an effort to maintain our profitable position.

As of March 31, 2007, we had cash and cash equivalents of \$112.3 million. We typically seek to invest our available cash on hand in bank deposits or short-term money market accounts. As of fiscal 2007, we had an unused line of credit of Rs. 370 million (\$8.5 million) from Hong Kong and Shanghai Banking Corporation, Mumbai Branch.

We completed the acquisition of Marketics in May 2007. The consideration for the acquisition is an initial payment of \$30 million and a contingent earn-out consideration of up to \$35 million to be calculated based on the performance and results of operations of Marketics for its fiscal year ending March 31, 2008 payable in July 2008. 75.1% of the share capital of Marketics has been transferred to us and the remaining 24.9% of the share capital of Marketics is held in an escrow account and will be transferred to us upon payment of the contingent earn-out consideration. We paid the initial \$30 million payment from our cash and cash equivalents (including the net proceeds to us from our initial public offering) in May 2007, of which \$2.5 million is being held in escrow to be paid out to the selling shareholders along with the contingent earn-out consideration payable on or around July 15, 2008. We intend to pay the earn-out consideration from our cash and cash equivalents (including the remaining net proceeds to us from our initial public offering). We will consolidate 100% of the results of operation of Marketics from May 1, 2007.

We completed the acquisition of Flovate on June 11, 2007. We paid £3,252,000 in cash and have deposited an additional retention amount of £700,000 into an escrow account. The amount deposited in the escrow account will be payable to the selling shareholders on June 11, 2008, subject to certain performance conditions being satisfied by the selling shareholders, and after deducting any amount required to be reimbursed to us by the selling shareholders for expenditures borne by us in connection with the performance of certain post completion projects under the agreement and any amount for which Flovate is liable in respect of any claim made against Flovate of which liability is admitted or which has been finally adjudicated by a court against Flovate prior to June 11, 2008.

Cash Flows from Operating Activities

Cash flows provided by operating activities were \$39.3 million for fiscal 2007 and \$34.8 million for fiscal 2006. The increase in cash flows from operating activities in fiscal 2007 as compared to fiscal 2006 was attributable to an increase in profits by \$8.3 million and an increase in non-cash expenditures, primarily depreciation and stock-based compensation, by \$3.7 million. This increase was partially offset by an increase of \$7.5 million in working capital.

Cash flows provided by operating activities were \$34.8 million for fiscal 2006 and \$1.8 million for fiscal 2005. The increase in cash flows from operating activities in fiscal 2006 as compared to fiscal 2005 was attributable to an increased revenue as well as the completion of payment for client resources in North America associated with one significant client contract in fiscal 2005.

Cash Flows from Investing Activities

Cash flows used in investing activities were \$38.6 million in fiscal 2007 as compared with \$18.7 million used in fiscal 2006. The increase in cash flows used in investing activities in fiscal 2007 from fiscal 2006 was primarily attributable to an increase in capital expenditures by \$12.6 million, the placement of \$12.0 million in bank deposits, cash payments aggregating \$0.9 million as part of the purchase consideration for the acquisition of the fare audit services business of PRG Airline Services Limited,

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which is partially offset by the receipt of proceeds from the sale of computers and office equipment of \$1.8 million. The increased capital expenditures in fiscal 2007 was primarily for leasehold improvements, purchase of computers, furniture and other office equipment associated with expanding the capacity of our delivery centers. Cash flows used in investing activities in fiscal 2006 included a cash payment of \$3.9 million towards the acquisition of Trinity Partners.

Cash flows used in investing activities were \$18.7 million for fiscal 2006 and \$18.3 million for fiscal 2005. The increase in cash flows used in investing activities in fiscal 2006 from fiscal 2005 was primarily attributable to an acquisition on November 16, 2005, in which we made a cash payment of \$3.9 million, net of cash acquired, as part of the purchase consideration for the acquisition of Trinity Partners. This was offset by lower capital expenditures of \$14.9 million in fiscal 2006 as compared with \$18.3 million in fiscal 2005. These capital expenditures were incurred primarily for leasehold improvements, purchase of computers, furniture, fixtures and other office equipment associated with expanding the capacity of our delivery centers.

Cash Flows from Financing Activities

Cash inflow from financing activities were \$91.0 million in the fiscal 2007 as compared with cash outflow of \$6.4 million in fiscal 2006 primarily because of the receipt of our net proceeds from our initial public offering in July 2006 of \$78.8 million and an increase in proceeds received from the exercise of employee stock options by \$2.7 million. In accordance with SFAS No. 123(R), we classified excess tax benefits from share-based compensation expense of \$5.7 million as cash flows from financing activities rather than cash flows from operating activities for the fiscal 2007. We repaid a loan of \$10.0 million in fiscal 2006.

Cash outflows from financing activities were \$6.4 million in fiscal 2006 as compared with cash inflows from financing activities of \$10.2 million in fiscal 2005 primarily because of a \$9.9 million loan (net proceeds) we received from a significant client in fiscal 2005, which was fully repaid in fiscal 2006. We also received \$3.9 million from the issue of shares upon the exercise of options and the sale of shares to a director during fiscal 2006 as compared with \$0.7 million received from the issue of shares in fiscal 2005.

We believe that our cash flow from operating activities will be sufficient to meet our estimated capital expenditures, working capital and other cash needs until at least March 31, 2008, the end of fiscal 2008.

Our business strategy requires us to continuously expand our delivery capabilities. We expect to incur capital expenditures on setting up new delivery centers or expanding existing delivery centers and setting up related technology to enable offshore execution and management of clients' business processes. We expect our capital expenditures needs in fiscal 2008 to be approximately \$36 million, which includes \$12.3 million for updating technology and processes. We expect to meet this estimated capital expenditures from cash generated from operating activities and our net proceeds from our initial public offering.

We may in the future consider making acquisitions which we expect to be able to finance partly or fully from cash generated from operating activities. If we have significant growth through acquisitions or require additional operating facilities beyond those currently planned to service new client contracts, we may need to obtain further financing. We cannot assure you that additional financing, if needed, will be available on favorable terms or at all.

Recently Issued Accounting Standards

In June 2006, the FASB issued Interpretation No. 48, or FIN 48, "*Accounting for Uncertainty in Income Taxes*," an interpretation of SFAS No. 109, "*Accounting for Income Taxes*," to create a single model to address accounting for uncertainty in tax positions. FIN 48 clarifies the accounting for income taxes by prescribing a minimum recognition threshold that a tax position is required to meet before being recognized in the financial statements. FIN 48 also provides guidance on de-recognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition. FIN 48 is effective for fiscal years beginning after December 15, 2006. We will adopt FIN 48 for fiscal 2008 commencing on April 1, 2007, as required, and the provisions of FIN 48 will be applied to our tax positions with the cumulative effect of the change in accounting principle recognized as an adjustment to opening retained earnings. We are currently evaluating the impact of FIN 48 on our consolidated financial statements.

In September 2006, the FASB issued SFAS No. 157, "*Fair Value Measurements*." SFAS No. 157 defines "fair value" as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. SFAS No. 157 provides guidance for the determination of fair value, and establishes a fair value hierarchy

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for assessing the sources of information used in fair value measurements. SFAS No. 157 is effective for fiscal years beginning after November 15, 2007. We are currently evaluating the impact of this pronouncement on our consolidated financial statements.

In February 2007, the FASB issued SFAS No. 159, “*The Fair Value Option for Financial Assets and Financial Liabilities*” which permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. SFAS No. 159 will be effective for us on April 1, 2008.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Our board of directors consists of eight directors.

The following table sets forth the name, age (as of May 31, 2007) and position of each of our directors and executive officers as of the date hereof.

| <u>Name</u> | <u>Age</u> | <u>Designation</u> |
|--|------------|--|
| Directors | | |
| Ramesh N. Shah ⁽¹⁾ | 58 | Chairman of the Board |
| Neeraj Bhargava | 43 | Co-Founder of WNS (Holdings) Limited, Director and Group Chief Executive Officer |
| Jeremy Young ⁽²⁾ | 41 | Director |
| Guy Sochovsky ⁽³⁾ | 31 | Director |
| Eric B. Herr ⁽²⁾⁽⁴⁾⁽⁵⁾ | 59 | Director |
| Deepak S. Parekh ⁽³⁾⁽⁵⁾⁽⁶⁾ | 62 | Director |
| Richard O. Bernays ⁽²⁾⁽³⁾⁽⁵⁾⁽⁷⁾ | 64 | Director |
| Anthony Armitage Greener ⁽⁸⁾ | 67 | Director |
| Executive Officers⁽⁹⁾ | | |
| Zubin Dubash | 47 | Group Chief Financial Officer |
| Alan Stephen Dunning | 50 | Co-Founder of WNS (Holdings) Limited, Managing Director of WNS UK |
| Anup Gupta | 35 | Chief Executive Officer — Travel Services |
| Bernard Donoghue ⁽¹⁰⁾ | 48 | Chief Executive Officer — WNS Assistance |
| J.J. Selvadurai | 48 | Chief Executive Officer — Enterprise Services |
| Anish Nanavaty | 39 | Chief Executive Officer — Knowledge Services |
| Arjun Singh | 46 | Chief Executive Officer — BFSI |

Notes:

- (1) Chairman of the Compensation Committee. Mr. Bernays will be appointed as Chairman of the Compensation Committee in place of Mr. Shah in July 2007.
- (2) Member of the Nominating and Corporate Governance Committee.
- (3) Member of the Audit Committee. Mr. Sochovsky will resign as a director prior to the next annual general meeting in July 2007.
- (4) Chairman of the Audit Committee.
- (5) Member of the Compensation Committee.
- (6) Chairman of the Nominating and Corporate Governance Committee.
- (7) Appointed as a director in November 2006. Mr. Bernays will be appointed as Chairman of the Compensation Committee in place of Mr. Shah in July 2007.
- (8) Appointed as a director in June 2007. Sir Anthony will be appointed as a member of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee in July 2007.
- (9) Other executive officers who are not directors.
- (10) Appointed as Chief Executive Officer – WNS Assistance with effect from May 1, 2007 in place of Mr. Edwin Donald Harrell. Mr. Harrell has assumed the position as our Chief Technology Officer – WNS Assistance since May 2007.

Summarized below is relevant biographical information covering at least the past five years for each of our directors, executive officers and other managers.

Directors

Ramesh N. Shah is our Chairman and was appointed to our board of directors in July 2005. Mr. Shah is based in New York. In addition to his role as Chairman of the Board, he mentors our North American sales team and manages key external stakeholder relationships. He was also the interim chief executive officer of our BFSI business unit (excluding WNS Assistance) prior to Mr. Arjun Singh's appointment as the chief executive officer of our BFSI business unit in November 2006. Prior to WNS, he was the chief executive officer for the Retail Banking division at GreenPoint Bank and has held senior positions at American Express, Shearson and Natwest. Mr. Shah received a Master of Business Administration from Columbia University and a Bachelor of Arts degree from Bates College. The business address for Mr. Shah is 420 Lexington Avenue, Suite 2515, New York, New York 10170, USA.

Neeraj Bhargava is a co-founder of WNS (Holdings) Limited and Group Chief Executive Officer and was appointed to our board of directors in May 2004. Mr. Bhargava is based in Mumbai, India. Mr. Bhargava's responsibilities as Chief Executive Officer include executing our business strategy and managing the overall performance and growth of our organization. Mr. Bhargava co-founded WNS (Holdings) Limited in 2002 and served as the President and Group Chief Financial Officer before becoming our Group Chief Executive Officer in May 2004. Mr. Bhargava received a Master of Business Administration from the Stern School of Business, New York University, and a Bachelor of Arts degree in Economics from St. Stephen's College, Delhi University. The business address for Mr. Bhargava is Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli West, Mumbai 400 079, India.

Jeremy Young was appointed to our board of directors as a nominee of Warburg Pincus in May 2004. Mr. Young held various positions at Baxter Healthcare International, Booz, Allen & Hamilton International and Cellular Transplant/ Cytotherapeutics before he joined Warburg Pincus in 1992. He received a Master of Arts degree in English from Cambridge University and a Master of Business Administration from Harvard Business School. He focuses on business services and is also a director of Fibernet Communications, Warburg Pincus Roaming II S.A and e-Verger Limited. The business address for Mr. Young is Warburg Pincus International LLC, Almack House, 28 King Street, St. James, London, SW1Y 6QW, England.

Guy Sochovsky was appointed to our board of directors as a nominee of Warburg Pincus in January 2006. Mr. Sochovsky joined Warburg Pincus in February 2000 and focuses on business services investments. Prior to joining Warburg Pincus, Mr. Sochovsky was with Goldman Sachs in London. He received a Bachelor of Arts, Honors degree in Modern History from Oxford University in 1997. Mr. Sochovsky is also a director of Warburg Pincus Roaming II S.A. The business address for Mr. Sochovsky is Warburg Pincus International LLC, Almack House, 28 King Street, St. James, London, SW1Y 6QW, England.

Eric B. Herr was appointed to our board of directors in July 2006. Mr. Herr is based in the United States. He currently serves as the Chairman of the board of directors for Workscape Inc. (since 2005) and on the board of directors of Taleo Corporation (since 2002). He also serves as the Chairman of the audit committee of Taleo Corporation. Previously, Mr. Herr served as Chief Financial Officer of Autodesk, Inc. (1992 to 1997). Mr. Herr received a Master of Arts degree in Economics from Indiana University and a Bachelor of Arts degree in Economics from Kenyon College. The business address for Mr. Herr is P.O. Box 719, Bristol, NH 03222, USA.

Deepak S. Parekh was appointed to our board of directors in July 2006. Mr. Parekh is based in Mumbai, India. He currently serves as the Chairman (since 1993) and Chief Executive Officer of Housing Development Finance Corporation Limited ("HDFC"), a housing finance company in India which he joined in 1978. Mr. Parekh is the non-executive Chairman (since 1994) of one of our clients, GlaxoSmithKline Pharmaceuticals Ltd. Mr. Parekh is also a director on the board of several Indian public companies such as Siemens Ltd. (since 2003), HDFC Chubb General Insurance Co. Ltd. (since 2002), HDFC Standard Life Insurance Co. Ltd. (since 2000), HDFC Asset Management Co. Ltd (since 2000), Housing Development Finance Corporation Ltd (since 1985), Castrol India Ltd. (since 1997), GlaxoSmithKline Pharmaceuticals Ltd. (since 1994), Infrastructure Development Finance Co. Ltd (since 1997), Hindustan Lever Ltd. (since 1997), Hindustan Oil Exploration Corporation Ltd. (since 1994), Mahindra & Mahindra Ltd. (since 1990) and The Indian Hotels Co. Ltd. (since 2000). Mr. Parekh received a Bachelor of Commerce degree from the Bombay University and holds a Financial Chartered Accountant degree from England and Wales. The business address for Mr. Parekh is Housing Development Finance Corporation Limited, Ramon House, H.T. Parekh Marg, 169 Backbay Reclamation, Churchgate, Mumbai — 400020, India.

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Richard O. Bernays was appointed to our board of directors in November 2006. Prior to his retirement in 2001, Mr. Bernays held various senior positions at Old Mutual, plc, a London-based international financial services company, and most recently served as Chief Executive Officer of Old Mutual International. Previously, he was a senior executive at Jupiter Asset Management (1996), Hill Samuel Asset Management (1991 to 1996) and Mercury Asset Management (1971 to 1992). Mr. Bernays currently serves in several board roles, including as non-executive chairman of Hermes Pensions Management, director of Singer and Friedlander (2003 to 2005) and as the non-executive director of Throgmorton Trust plc, Gartmore Global Trust plc, Impax Environmental Markets Trust plc, Martin Curie Income and Growth Trust, Majid Al Futaim Trust and Charter European Trust plc. Mr. Bernays is also a member of the Supervisory Board of the National Provident Life. He received a Masters of Arts degree from Trinity College, Oxford University. The business address of Mr. Bernays is Lloyds Chambers, 1 Portsoken Street, London E1 8H2, England.

Sir Anthony Armitage Greener was appointed to our board of directors in June 2007. Sir Anthony is based in London and is the Chairman of the Qualifications and Curriculum Authority. He was also the Deputy Chairman of British Telecom (2001 to 2006) and Chairman of Diageo plc (1997 to 2000). Prior to that, Sir Anthony was the Chairman and Chief Executive of Guinness plc (1992 to 1997) and the Chief Executive Officer of Dunhill Holdings (1974 to 1986). Sir Anthony was also previously on the board of directors of Robert Mondavi (2000 to 2005), Louis Vuitton Moët Hennessy (1989 to 1997), Reed International (1990 to 1998) and Reed Elsevier plc (1993 to 1998). Sir Anthony is presently a director of Williams Sonoma. Sir Anthony was honored with a knighthood in 1999 for his services to the beverage industry. Sir Anthony is a Fellow Member of the Chartered Institute of Management Accountants, and Vice-President of the Chartered Institute of Marketing. The business address of Sir Anthony is QCA, 83, Piccadilly, W1J 8QA London, England.

Executive Officers

Zubin Dubash serves as our Group Chief Financial Officer. Mr. Dubash is based in Mumbai, India and joined WNS in 2004. Mr. Dubash's responsibilities as Chief Financial Officer include finance and accounting, legal and regulatory compliance and risk management. Prior to joining WNS, Mr. Dubash was an executive director of the Indian Hotels Company Limited (a Tata Group company). Mr. Dubash received a Bachelor of Commerce degree from Sydenham College, Bombay University and an MBA from The Wharton School. He is a member of Institute of Chartered Accountants in England and Wales. Mr. Dubash is also a director of Trent Limited (a Tata Group company). The business address for Mr. Dubash is Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli West, Mumbai 400 079, India.

Alan Stephen Dunning is a co-founder of WNS (Holdings) Limited and Managing Director of WNS UK. He is based in the UK and served as the Chief Executive Officer of our travel business unit until March 2006. Currently he is the Managing Director for UK and Europe. Mr. Dunning is responsible for managing key client relationships in the travel business unit, apart from focusing on new product development and providing overall leadership to our UK team. Prior to joining us, Mr. Dunning was Managing Director of Speedwing (the British Airways subsidiary that previously owned our business). Mr. Dunning received a Bachelor of Arts degree from Leicester University, UK. The business address for Mr. Dunning is Ash House, Fairfield Avenue, Staines, Middlesex, TW1 84AN, England.

Anup Gupta serves as Chief Executive Officer of our travel business unit. Mr. Gupta is based in Mumbai, India and has led the establishment of many new initiatives at WNS. Prior to joining our company in 2002, he was a Principal at eVentures India, a News Corp. and SoftBank backed-venture fund, where he developed many companies in the offshore services areas. Previously, Mr. Gupta was a management consultant with Booz Allen & Hamilton where he worked on client engagements in India, Asia and Europe. Mr. Gupta received a graduate diploma in management from the Indian Institute of Management, Calcutta, and a Bachelors in Technology degree from the Indian Institute of Technology. The business address for Mr. Gupta is Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli West, Mumbai 400 079, India.

Bernard Donoghue is the Chief Executive Officer of WNS Assistance, our insurance business unit, and joined WNS in 2003. He is currently responsible for WNS UK's business development and insurance business. Prior to joining WNS, Mr. Donoghue held various positions at Hays Plc, where he served as the Managing Director of Hays Customer Solutions and later as Managing Director of one of Hays Group BPO businesses. He has over nine years of experience in BPO outsourcing both onshore and offshore. Prior to that, Mr. Donoghue served as the Regional Director for British Gas. Mr. Donoghue received a Diploma in Management from Middlesex University. The business address for Mr. Donoghue is Ash House, Fairfield Avenue, Staines, Middlesex, TW1 84AN, England.

J.J. Selvadurai serves as Chief Executive Officer of our enterprise services business unit. Mr. Selvadurai is a business process outsourcing industry specialist with over 20 years of experience in offshore outsourcing. He pioneered such services in Sri Lanka and set up and managed many processing centers in the Philippines, India, Pakistan and the UK. Mr. Selvadurai is a certified electronic data management and processing trainer. Prior to joining WNS in 2002, Mr. Selvadurai was Asia Managing Director (Business Process Outsourcing services) of Hays plc, a FTSE 100 B2B services company. Mr. Selvadurai is certified in data management and is a member of the data processing institute. The business address for Mr. Selvadurai is Ash House, Fairfield Avenue, Staines, Middlesex, TW18 4AN, England.

Anish Nanavaty serves as Chief Executive Officer of our knowledge services business unit. Prior to that, Mr. Nanavaty was the Executive Vice President of sales and business development for our travel services business unit in North America and was responsible for strategy, business development, marketing, alliance creation, and client delivery. Prior to joining WNS in 2002, Mr. Nanavaty served as a senior member of the India practice of The Monitor Group, a leading strategy consulting firm, as the

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director of business development with Enron India and as a consultant with Mars & Co., which provides general business strategy advice to Fortune 100 companies. Mr. Nanavaty received a Bachelor of Science and Economics degree from The Wharton School at the University of Pennsylvania. The business address of Mr. Nanavaty is Infinity Towers, 6th Floor, DLF Cyber City, Phase -II, Gurgaon 122 002, India.

Arjun Singh serves as Chief Executive Officer of our BFSI business unit. Prior to joining WNS in November 2006, Mr. Singh was the Regional Director of client services in ABN-AMRO, Amsterdam, responsible for major corporate clients in 22 countries across Europe. Prior to that, Mr. Singh was the quality and Six Sigma leader for Gecis (now Genpact). He started his career with Unilever, India (Brooke Bond India Ltd.), and has also held senior positions at ANZ Grindlays Bank (India and Melbourne). Mr. Singh received a post-graduate diploma in management, systems and finance from the Indian Institute of Management, and a Bachelor's degree in chemical engineering from the Indian Institute of Technology. The business address for Mr. Singh is Infinity Tower, 6th Floor, DLF Phase II, DLF Cyber city, Gurgaon, India.

B. Compensation

Our Compensation Philosophy and Practice

The following contains a description and analysis of the compensation arrangements and decisions we made for our executive officers and other managers for fiscal 2007 and 2006. Other managers refer to our officers who are holding positions of Executive Vice President, Senior Vice President or their equivalent.

General Philosophy

A combination of base salary, performance-based bonus and equity awards (as long-term incentives) is used to compensate our executive officers and other managers. The compensation for our executive officers and other managers is designed (a) to be competitive with compensation packages of comparable information technology, or IT, and IT-enabled services, or ITES, companies in India, particularly ITES companies in the BPO sector as we compete directly with these companies for the same talent-pool to provide services to similar clients; and (b) to retain and attract talent from the US and Europe which is required to meet our needs as a global BPO company, particularly as all of our clients are based outside of India.

The IT and BPO sectors have been leading growth sectors in India in the recent years and compete with each other for managerial talent required to drive their growth. We, in turn, routinely adjust our compensation levels in order to attract and retain employees with the requisite managerial skills and background. We also routinely review compensation packages offered by peer companies in the countries where our executive officers and other managers are located to assess our competitiveness. In particular, to serve the needs of our clients in the UK and the US, we set our compensation levels with a view to be in a competitive position to actively recruit senior management talent based in these two countries.

In general, at the beginning of each year, our board of directors sets individual and group performance targets for our executive officers and other managers. For our executive officers, the incentive awards, consisting of performance-based bonus and equity award, are linked primarily to our growth for earnings (net income excluding stock compensation and amortization charges) and revenue less repair payments and other strategically important targets. For other managers, the incentive awards are linked primarily to the achievement of the operational goals for the areas of operations managed by them and, to a lesser extent, to our overall annual performance.

Determination of Compensation

The compensation committee is provided with the primary authority to determine and approve the compensation package, as well as the individual elements of the compensation package, of our executive officers. Consistent with the last two fiscal years, an independent global human resource consulting firm, Mercer Human Resource Consulting, or Mercer, was retained by the compensation committee to assist it in the determination of the key elements of our compensation package. To aid the compensation committee in making its determination, our Chairman of the Board, our Group Chief Executive Officer, and our Chief People Officer, who is the head of our human resource department, provide recommendations to the compensation committee regarding the compensation of our executive officers based upon Mercer's recommendations as well as their own analyses. To determine the compensation of our executive officers, the compensation committee, in turn, reviews the performance of these executive officers, and participates in discussions with the Chairman of the Board and the Group Chief Executive Officer, and considers their recommendations in the light of Mercer's compensation survey findings of comparable companies and recommendations to determine and approve our executive officers' compensations. For other managers, the compensation committee determines the maximum equity awards to be granted and the guidelines for making such grants and authorizes the Group Chief Executive Officer, in consultation with the Chairman of the Board, to determine the awards to be granted to these members of the management team subject to the maximum number of awards and guidelines. In addition, our Group Chief Executive Officer, our Chairman of the Board and our Chief People Officer, in consultation with the Chief Executive Officer of each of our business units and the head of each of our enabling units, determine the base salary and bonus of our other managers.

Target Overall Compensation

We set our overall compensation targets in close consultation with Mercer. In fiscal 2006, in conjunction with our preparation for our initial public offering in July 2006, Mercer's work included conducting a survey of the prevailing compensation practices within the IT and ITES/BPO industries in India and the US to advise the compensation committee on compensation structures and appropriate amounts and nature of compensation for our executive officers and other managers to ensure that our compensation package is competitive in our markets. The companies selected by Mercer for its survey for benchmarking our executive officers' compensation also included companies in similar industries and size that were recently listed in the US at that time. The selected peer group of companies included SynTel, LLC and Convergys Corporation from the data processing, outsourced services and telecommunication services industries, and Cognizant Technology Solutions Corporation, Covansys Corp. and Kanbay, Inc. from the IT consulting and other services industries.

The Mercer survey provided us with a starting point in the determination of our overall compensation targets. In addition, we considered factors which from our experience have been important in the retention of our employees and the feedback received from our employees as well as potential employees during recruitment to determine the overall compensation targets. In the case of our Group Chief Executive Officer, we also considered our overall performance under his leadership and the opportunity cost of finding a suitable replacement for him. Based upon Mercer's recommendations and the other considerations discussed above, the compensation committee determined and approved the fiscal 2007 target overall compensation for our executive officers in February 2006.

Allocation Among Compensation Components

The compensation package for our executive officers and other managers comprises a base salary, a cash bonus and the grant of equity awards in the form of stock options and RSUs linked to performance. The mix of compensation components varies based on the seniority level of the executive officer. We typically allocate proportionately more performance-based compensation for the more senior levels of management to ensure that their total compensation reflects our

overall success or failure and to motivate these senior management team members to meet appropriate performance measures, thereby maximizing total return to shareholders. Correspondingly, the weight of the base salary component in the overall compensation is greater for lower levels of management.

Each vested option is exercisable into one ordinary share and each vested RSU entitles the holder of such RSU to purchase one ordinary share. We use the Black-Scholes valuation model to determine the fair value of our options which is currently approximately 50% of our stock price (or, in the case of options granted prior to our initial public offering, at 50% of the independent stock valuation). In fiscal 2007, the mix of equity awards between stock options and RSUs granted was in the ratio of two to one.

Base Salary. We pay a base salary to our executive officers and other managers to enable them to maintain a standard of living in keeping with their professional standing and background within their communities. Data from Mercer's survey of our peer group of companies was a significant factor in determining the salary levels. We also relied heavily on our recruiting experience for senior executive level positions. It is our experience that base salary levels are considered to be more important in attracting the right candidates for our Senior Vice President level positions and below than for more senior management level positions and we set base salaries accordingly to compete for the right talent at each level.

Cash Bonus. Cash performance bonuses are awarded at the end of each fiscal year based upon the achievement of individual and group performance targets. The cash performance bonuses payable are accrued every month. Statutorily applicable taxes and contributions payable on these amounts are deducted before payment. Our executive officers and other managers have a diverse set of measurable goals that are designed to promote the interests of our three key constituencies, namely, shareholders, customers and employees, and includes building our organization capabilities as well as other strategically important initiatives. These goals reflect their key responsibilities during the year, which range from sales targets to operational goals, and are typically listed as each individual's key performance indicators. The key performance indicators are identified during the individual's annual performance review process. The key performance indicators include the following key financial metrics:

- group profit after taxes, plus share-based compensation expenses plus amortization of intangible assets;
- operating margins;
- annual revenue less repair payments; and
- exit revenue less repair payments, which is the average monthly revenue less repair payments earned calculated based on the last two months of the fiscal year.

In addition, for fiscal 2006 and 2007, the key performance indicators included the following additional performance targets for the following executive officers:

- Group Chief Executive Officer — retention of key managers holding a position of Assistant Vice President and above and the successful completion of our initial public offering;
- Chairman of the Board — achievement of specified revenue targets in the US;
- Group Chief Financial Officer — the successful completion of our initial public offering; and
- Managing Director of WNS UK — achievement of specified revenue targets in the UK.

Further, the Mercer study, which benchmarked peer group companies, was used to set bonus targets as a percentage of the base salary for our executive officers and other managers.

Equity Awards. SFAS 123(R), which requires stock options granted to be recognized as an accounting expense, became effective for us on April 1, 2006. As a result, RSUs, as a compensation tool, became as attractive as stock options and we decided to grant RSUs together with stock options in the equity award component of compensation. We believe that RSUs provide as much incentive as stock options to motivate employees to perform at a high level. An added attraction of RSUs for a growing company like ours is that fewer RSUs need to be granted to provide equivalent value as compared to stock options, thereby reducing the dilutive impact to shareholders.

In determining equity compensation, our board of directors first determines the maximum equity dilution that may result from equity awards and the maximum amount of equity-based compensation expense that may be incurred for the fiscal year. Thereafter, based upon the recommendations of our human resource department, we determine the proportion of stock options and RSUs to be granted for each level of our executive officers and other managers. Finally, with the approval of our compensation committee, we determine the total number of stock options and RSUs to be granted to each level of our executive officers and other managers based on the fair market value of the options on the grant date. The grant of these awards is based upon an individual's performance and typically occurs after the end of the fiscal year as a part of the annual performance appraisal process. However, for fiscal 2007, most of the grants were made in July 2006. The existing or vested equity holdings of an employee or the number of prior awards granted are not taken into consideration in determining the number of awards to be granted.

The performance goals for the award of equity awards to our executive officers and other managers are the same as the performance goals to be considered for cash performance bonus payments. Both stock options and RSUs typically vest over a period of three years in equal installments from the date of grant. An individual must remain in our employment and must not have resigned prior to the date of vesting. The share-based compensation expenses are amortized over the vesting period.

Mercer has recommended regular annual equity grants to our executive officers and other managers at the levels of Senior Vice Presidents and above. Based on Mercer's recommendation, we use a tiered approach that denominates award values as a percentage of salary. These awards vest in equal installments over a period of three years on each anniversary of the date of grant.

Retirement Benefits

We maintain retirement benefit plans in the form of certain statutory and incentive plans for our executive officers and other managers. The features and benefits of these plans are largely governed by applicable laws and market practices in the countries in which we operate and, accordingly, vary from country to country in which we operate. For more information, see "— Employee Benefit Plans."

Perquisites and Other Benefits

The perquisites and benefits granted to our executive officers and other managers are designed to comply with the tax regulations of the applicable country and therefore vary from country to country in which we operate. To the extent consistent with the tax regulations of the applicable country, the benefits include:

- medical insurance;
- leave travel assistance;
- telephone expenses reimbursement;

- food coupons;
- company car schemes;
- petrol and maintenance for cars;
- health clubs;
- accident and life insurance (based on the level of seniority);
- leased accommodation; and
- relocation benefits (individually negotiated).

We review and adjust our benefits based upon the competitive practices in the local industry, inflation rates, and tax regulations every fiscal year. Our underlying philosophy is to provide the benefits that are ordinarily required by our employees for their well-being in their daily lives and to negotiate group-level discounted rates so that all of our employees will be able to pay less than what they would otherwise pay as individuals for the same level of benefits, and maximize the overall value of their compensation package.

In countries where it is not possible or it does not make economic sense to provide the same level of benefits that may be provided in other locations, we pay equivalent cash compensation to our employees.

Severance Benefits

Under each of our employment agreements with our Group Chief Executive Officer, Chairman of Board and Group Chief Financial Officer, if we terminated their employment without cause or if they terminated their employment with us for good reasons, such as a material decrease in their role and responsibilities or in their salary or bonuses opportunity, they would be entitled to receive the severance benefits described at “— Employment Agreements of Certain Executive Officers” below.

Under each of our employment agreements with our other executive officers, if we terminated their employment without cause or if the executive officer resigned for good reason, such executive officer will be entitled to receive a lump-sum severance payment in an amount ranging between three to 12 months of their base salary, and in some cases, up to one year’s target bonus, and an acceleration of vesting of stock options and RSUs.

Change in Control Arrangements

In the event of a change in control, all granted but unvested stock options and RSUs under the 2006 Incentive Award Plan would immediately vest and become exercisable by our executive officers subject to certain conditions set out in the applicable stock option plans.

Compensation of Directors and Executive Officers

The aggregate compensation (including contingent or deferred payment) paid to our executive directors and executive officers for services rendered during fiscal 2007 is \$4,616,040, which was comprised of \$2,831,815 paid towards salary, \$1,331,215 paid towards bonus and \$453,010 paid towards social security, medical and other benefits. This includes compensation paid to Mr. Alan Stephen Dunning for services rendered during fiscal 2007 as the Managing Director of WNS UK, which became an executive officer level position on March 30, 2007. The total compensation paid to our most highly compensated executive during fiscal 2007 was \$826,566 (which was comprised of \$467,076 paid towards salary, \$325,000 paid towards bonus payments and \$34,490 paid towards social security, medical and other benefits).

The aggregate compensation paid to our non-executive directors for fiscal 2007 was \$122,209, which comprised \$17,000 in sitting fees and \$105,209 in retainership fees.

Certain of our directors and executive officers were granted 454,000 options and 206,250 RSUs under the 2006 Incentive Award Plan during fiscal 2007.

Under the 2006 Incentive Award Plan, our independent directors each received options to purchase 14,000 shares initially and an option to purchase 7,000 shares upon reelection to our board of directors at each annual meeting of shareholders thereafter. The options granted to independent directors will be non-qualified options with a per share exercise price equal to 100% of the fair market value of a share on the date that the option is granted. Options granted to independent directors will become exercisable in cumulative annual installments of 33¹/₃% on each of the first, second and third anniversaries of the date of grant.

Employment Agreements of Certain Executive Officers

The employment agreement we have entered into with Mr. Neeraj Bhargava in July 2006 to serve as our chief executive officer for a three-year term will renew automatically for additional one-year increments, unless either we or Mr. Bhargava elect not to renew the term. Under the agreement, Mr. Bhargava is entitled to receive compensation, health and other benefits and perquisites commensurate with his position. In addition, pursuant to the agreement, in July 2006 and April 2007, Mr. Bhargava was granted stock options and RSUs to purchase an aggregate of 268,100 shares that will vest over a three-year period, subject to his continued employment with us. If Mr. Bhargava’s employment is terminated by us without cause (as defined in the employment agreement), he will be entitled to receive his base salary for a period of 12 months after the date of such termination, in addition to all accrued and unpaid salary, accrued and unused vacation and any unreimbursed expenses. Mr. Bhargava would also be entitled to health benefits during those 12 months to the extent permitted under our health plans.

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If Mr. Bhargava's employment is terminated by us without cause or by Mr. Bhargava for good reason (each as defined in the employment agreement) and Mr. Bhargava executes a general release and waiver of claims against us, subject to his continued compliance with certain non-competition and confidentiality obligations, Mr. Bhargava will be entitled to receive severance payments and benefits from us as follows: (i) 24 months of base salary and healthcare benefits from his date of termination; (ii) a lump sum payment equal to twice his effective target bonus; and (iii) accelerated vesting of the stock options and RSUs granted under this employment agreement through the end of the month of termination. If we experience a change in control while Mr. Bhargava is employed under this agreement, all of the stock options and RSUs granted to Mr. Bhargava under this employment agreement will vest and the stock options will become exercisable on a fully accelerated basis.

The employment agreement we have entered into with Mr. Ramesh Shah in July 2006 to serve as our chairman for a three-year term will renew automatically for additional one-year increments, unless either we or Mr. Shah elect not to renew the term. Under the agreement, Mr. Shah is entitled to receive compensation, health and other benefits and perquisites commensurate with his position. In addition, pursuant to the agreement, in July, 2006 and April 2007, Mr. Shah was granted stock options and RSUs to purchase an aggregate of 227,188 shares that will vest over a three-year period, subject to his continued employment with us. If Mr. Shah's employment is terminated by us without cause (as defined in the employment agreement), he will be entitled to receive his base salary for 12 months after the termination, in addition to all accrued and unpaid salary, earned bonus, accrued and unused vacation and all benefits as set out in the employment agreement.

If Mr. Shah's employment is terminated by us without cause or by Mr. Shah for good reason (each as defined in the employment agreement) and Mr. Shah executes a general release and waiver of claims against us, subject to his continued compliance with certain non-competition and confidentiality obligations, Mr. Shah will be entitled to receive severance payments and benefits from us as follows: (i) 24 months of base salary and healthcare benefits from his date of termination; (ii) a lump sum payment equal to twice his effective target bonus; and (iii) accelerated vesting of the stock options and RSUs granted under this employment agreement through the end of the month of termination. If we experience a change in control while Mr. Shah is employed under this agreement, all of the stock options and RSUs granted to Mr. Shah under this employment agreement will vest and the stock options will become exercisable on a fully accelerated basis.

The employment agreement we have entered into with Mr. Dubash in July 2006 to serve as our chief financial officer for a three-year term will renew automatically for additional one-year increments, unless either we or Mr. Dubash elect not to renew the term. Under the agreement, Mr. Dubash is entitled to receive compensation, health and other benefits and perquisites commensurate with his position. In addition, pursuant to the agreement, in July, 2006 and April 2007, Mr. Dubash was granted stock options and RSUs to purchase an aggregate of 66,797 shares that vest over a three-year period, subject to his continued employment with us.

If Mr. Dubash's employment is terminated by us without cause or by Mr. Dubash for good reason (each as defined in the employment agreement) and Mr. Dubash executes a general release and waiver of claims against us, subject to his continued compliance with certain non-competition and confidentiality obligations, Mr. Dubash will be entitled to receive severance payments and benefits from us as follows: (i) 24 months of base salary and healthcare benefits from his date of termination; (ii) a lump sum payment equal to twice his effective target bonus; and (iii) accelerated vesting of the stock options and RSUs granted under this employment agreement through the end of the month of termination. If we experience a change in control while Mr. Dubash is employed under this agreement, all of the stock options and RSUs granted to Mr. Dubash under this employment agreement will vest and the stock options will become exercisable on a fully accelerated basis.

Options and Restricted Share Units Granted

The following table sets forth information concerning options and RSUs granted to our directors and executive officers in fiscal 2007 on the following terms:

| <u>Name</u> | <u>Number of Ordinary Shares Underlying</u> | | <u>Exercise Price Per Share(1)</u> | <u>Expiration Date</u> |
|------------------|---|---------------------|------------------------------------|------------------------|
| | <u>Options Granted</u> | <u>RSUs Granted</u> | | |
| Directors | | | | |
| Ramesh N. Shah | 115,000 | 57,500 | \$20.00 | July 25, 2016 |
| Neeraj Bhargava | 135,000 | 67,500 | \$20.00 | July 25, 2016 |

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| Name | Number of Ordinary Shares Underlying | | Exercise Price Per Share(1) | Expiration Date |
|-----------------------------|--------------------------------------|--------------|-----------------------------|-------------------|
| | Options Granted | RSUs Granted | | |
| Jeremy Young | — | — | — | — |
| Guy Sochovsky | — | — | — | — |
| Eric B. Herr | 14,000 | — | \$20.00 | July 25, 2016 |
| Deepak S. Parekh | 14,000 | — | \$20.00 | July 25, 2016 |
| Richard O. Bernays(2) | 14,000 | — | \$28.87 | November 14, 2016 |
| Anthony Armitage Greener(3) | — | — | — | — |
| Pulak Prasad(4) | — | — | — | — |
| Nitin Sibal(5) | — | — | — | — |
| Miriam Strouse(5) | — | — | — | — |
| Timothy Hammond(5) | — | — | — | — |
| Executive Officers | | | | |
| Zubin Dubash | 25,000 | 12,500 | \$20.00 | July 25, 2016 |
| Alan Stephen Dunning | 20,000 | 10,000 | \$20.00 | July 25, 2016 |
| Anup Gupta | 20,000 | 10,000 | \$20.00 | July 25, 2016 |
| | 5,000 | 2,500 | \$30.31 | December 15, 2016 |
| David Charles Tibble(6) | — | — | — | — |
| Edwin Donald Harrell(7) | 5,000 | 2,500 | \$20.00 | July 25, 2016 |
| Bernard Donoghue(8) | 2,500 | 1,250 | \$20.00 | July 25, 2016 |
| J.J. Selvadurai | 20,000 | 10,000 | \$20.00 | July 25, 2016 |
| | 5,000 | 2,500 | \$30.21 | January 20, 2017 |
| Anish Nanavaty | 2,500 | 1,250 | \$20.00 | July 25, 2016 |
| Arjun Singh | 62,500 | 31,250 | \$28.35 | October 3, 2016 |

Notes:

- (1) Applicable in respect of options granted. There is no exercise price for RSUs.
- (2) Appointed as a director in November 2006.
- (3) Appointed as a director in June 2007. The information in this table excludes options to purchase 14,000 shares granted to Sir Anthony Armitage Greener in June 2007.
- (4) Resigned as a director in November 2006.
- (5) Resigned as a director in July 2006.
- (6) Retired as Chairman of WNS UK in March 2007.
- (7) Retired as Chief Executive Officer – WNS Assistance in May 2007.
- (8) Appointed as Chief Executive Officer – WNS Assistance in May 2007.

Employee Benefit Plans

We maintain employee benefit plans in the form of certain statutory and incentive plans covering substantially all of our employees.

Provident Fund

In accordance with Indian and Sri Lankan laws, all of our employees in India and Sri Lanka are entitled to receive benefits under the Provident Fund, a defined contribution plan to which both we and the employee contribute monthly at a pre-determined rate (currently 12% of the employee's base salary). These contributions are made to the Government Provident Fund and we have no further obligation under this fund apart from our monthly contributions. We contributed an aggregate of \$3.2 million in fiscal 2007, \$1.8 million in fiscal 2006 and \$1.0 million in fiscal 2005 to the Government Provident Fund.

US Savings Plan

Eligible employees in the US participate in a savings plan, or the US Savings Plan, pursuant to Section 401(k) of the United States Internal Revenue Code, or the Code. The US Savings Plan allows our employees to defer a portion of their annual earnings on a pre-tax basis through voluntary contributions thereunder. The US Savings Plan provides that we can make optional contributions up to the maximum allowable limit under the Code.

UK Pension Scheme

Eligible employees in the UK contribute to a defined contribution pension scheme operated in the UK. The assets of the scheme are held separately from ours in an independently administered fund. The pension expense represents contributions payable to the fund by us.

Gratuity

In accordance with Indian and Sri Lankan laws, we provide for gratuity pursuant to a defined benefit retirement plan covering all our employees in India and Sri Lanka. Our gratuity plan provides for a lump sum payment to eligible employees on retirement death, incapacitation or on termination of employment in an amount based on the employee's salary and length of service with us (subject to a maximum of approximately \$8,000 per employee in India). In India, we provide the gratuity benefit of two Indian subsidiaries through actuarially determined contributions pursuant to a non-participating annuity contract administered and managed by the Life Insurance Corporation of India, or LIC, and AVIVA Life Insurance Company Pvt. Ltd., or AVIVA. Under this plan, the obligation to pay gratuity remains with us although LIC and AVIVA administer the plan. We contributed an aggregate of \$0.1 million, \$0.2 million and \$0.1 million in fiscal 2007, fiscal 2006 and fiscal 2005, respectively, to LIC and AVIVA. Our Sri Lanka subsidiaries and one Indian subsidiary have unfunded gratuity obligations.

Compensated Absence

Our liability for compensated absences is determined on an accrual basis for the entire unused vacation balance standing to the credit of each employee as at year-end and were charged to income in the year in which they accrue.

2002 Stock Incentive Plan

We adopted the 2002 Stock Incentive Plan on July 3, 2002 to help attract and retain the best available personnel to serve us and our subsidiaries as officers, directors and employees. We terminated the 2002 Stock Incentive Plan upon our adoption of the 2006 Incentive Award Plan effective upon the pricing of our initial public offering as described below. Upon termination of the 2002 Stock Incentive Plan, the shares that would otherwise have been available for the grant under the 2002 Stock Incentive Plan were effectively rolled over into the 2006 Incentive Award Plan, and any awards outstanding remain in full force and effect in accordance with the terms of the 2002 Stock Incentive Plan.

Administration. The 2002 Stock Incentive Plan is administered by our board of directors, which may delegate its authority to a committee (in either case, the “Administrator”). The Administrator has complete authority, subject to the terms of the 2002 Stock Incentive Plan and applicable law, to make all determinations necessary or advisable for the administration of the 2002 Stock Incentive Plan.

Eligibility. Under the 2002 Stock Incentive Plan, the Administrator was authorized to grant stock options to our officers, directors and employees, and those of our subsidiaries, subject to the terms and conditions of the 2002 Stock Incentive Plan.

Stock Options. Stock options vest and become exercisable as determined by the Administrator and set forth in individual stock option agreements, but may not, in any event, be exercised later than ten years after their grant dates. In addition, stock options may be exercised prior to vesting in some cases. Upon exercise, an optionee must tender the full exercise price of the stock option in cash, check or other form acceptable to the Administrator, at which time the stock options are generally subject to applicable income, employment and other withholding taxes. Stock options may, in the sole discretion of the Administrator as set forth in applicable award agreements, continue to be exercisable for a period following an optionee’s termination of service. Shares issued in respect of exercised stock options may be subject to additional transfer restrictions. Any grants of stock options under the 2002 Stock Incentive Plan to US participants were in the form of nonqualified stock options. Optionees, other than optionees who are employees of our subsidiaries in India, are entitled to exercise their stock options for shares or ADSs in the company.

Corporate Transactions. If we engage in a merger or similar corporate transaction, except as may otherwise be provided in an individual award agreement, outstanding stock options will be terminated unless they are assumed by a successor corporation. In addition, the Administrator has broad discretion to adjust the 2002 Stock Incentive Plan and any stock options thereunder to account for any changes in our capitalization.

Amendment. Our board of directors may amend or suspend the 2002 Stock Incentive Plan at any time, provided that any such amendment or suspension must not impact any holder of outstanding stock options without such holder’s consent.

Transferability of Stock Options. Each stock option may be exercised during the optionee’s lifetime only by the optionee. No stock option may be sold, pledged, assigned, hypothecated, transferred or disposed of by an optionee other than by express permission of the Administrator (only in the case of employees of non-Indian subsidiaries), by will or by the laws of descent and distribution.

Number of Shares Authorized; Outstanding Options. As of the date of termination of the 2002 Stock Incentive Plan on July 25, 2006, the day immediately preceding the date of pricing of our initial public offering, an aggregate of 6,082,042 of our ordinary shares had been authorized for grant under the 2002 Stock Incentive Plan, of which options to purchase 2,116,266 ordinary shares were issued and exercised and options to purchase 3,875,655 ordinary shares were issued and outstanding. Of the options to purchase 3,875,655 ordinary shares, options to purchase 2,093,387 ordinary shares have been exercised and options to purchase 1,682,814 ordinary shares remain outstanding as of May 31, 2007. As of May 31, 2007, options under the 2002 Stock Incentive Plan to purchase an aggregate of 653,915 ordinary shares were held by all our directors and executive officers as a group. The exercise prices of these options range from £0.9970 to £7.0000. The expiration dates of these options range from July 1, 2012 to February 21, 2016. Options granted under the 2002 Stock Incentive Plan that are forfeited, lapsed or canceled, settled in cash, that

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expire or are repurchased by us at the original purchase price would have been available for grant under the 2002 Stock Incentive Plan and would be effectively rolled over into the 2006 Incentive Award Plan.

2006 Incentive Award Plan

We adopted the 2006 Incentive Award Plan on June 1, 2006. The purpose of the 2006 Incentive Award Plan is to promote the success and enhance the value of our company by linking the personal interests of the directors, employees and consultants of our company and our subsidiaries to those of our shareholders and by providing these individuals with an incentive for outstanding performance. The 2006 Incentive Award Plan is further intended to provide us with the ability to motivate, attract and retain the services of these individuals.

Shares Available for Awards. Subject to certain adjustments set forth in the 2006 Incentive Award Plan, the maximum number of shares that may be issued or awarded under the 2006 Incentive Award Plan is equal to the sum of (x) 3,000,000 shares, (y) any shares that remain available for grant under the Stock Incentive Plan, and (z) any shares subject to awards under the Stock Incentive Plan which terminate, expire or lapse for any reason or are settled in cash on or after the effective date of the 2006 Incentive Award Plan. The maximum number of shares which may be subject to awards granted to any one participant during any calendar year is 500,000 shares and the maximum amount that may be paid to a participant in cash during any calendar year with respect to cash-based awards is \$10,000,000. To the extent that an award terminates or is settled in cash, any shares subject to the award will again be available for the grant. Any shares tendered or withheld to satisfy the grant or exercise price or tax withholding obligation with respect to any award will not be available for subsequent grant. Except as described below with respect to independent directors, no determination has been made as to the types or amounts of awards that will be granted to specific individuals pursuant to the 2006 Incentive Award Plan.

Administration. The 2006 Incentive Award Plan is administered by our board of directors, which may delegate its authority to a committee. We anticipate that the compensation committee of our board of directors will administer the 2006 Incentive Award Plan, except that our board of directors will administer the plan with respect to awards granted to our independent directors. The plan administrator will determine eligibility, the types and sizes of awards, the price and timing of awards and the acceleration or waiver of any vesting restriction, provided that the plan administrator will not have the authority to accelerate vesting or waive the forfeiture of any performance-based awards.

Eligibility. Our employees, consultants and directors and those of our subsidiaries are eligible to be granted awards, except that only employees of our company and our qualifying corporate subsidiaries are eligible to be granted options that are intended to qualify as “incentive stock options” under Section 422 of the Internal Revenue Code.

Awards

- *Options.* The plan administrator may grant options on shares. The per share option exercise price of all options granted pursuant to the 2006 Incentive Award Plan will not be less than 100% of the fair market value of a share on the date of grant. No incentive stock option may be granted to a grantee who owns more than 10% of our outstanding shares unless the exercise price is at least 110% of the fair market value of a share on the date of grant. To the extent that the aggregate fair market value of the shares subject to an incentive stock option become exercisable for the first time by any optionee during any calendar year exceeds \$100,000, such excess will be treated as a nonqualified option. The plan administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares or other property acceptable to the plan administrator (and may involve a cashless exercise of the option). The term of options granted under the 2006 Incentive Award Plan may not exceed 10 years from the date of grant. However, the term of an incentive stock option granted to a person who owns more than 10% of our outstanding shares on the date of grant may not exceed five years.

Under the 2006 Incentive Award Plan, our independent directors will each receive an option to purchase 14,000 shares initially and an option to purchase 7,000 shares upon reelection to our board of directors at each annual meeting of shareholders thereafter. The options granted to independent directors will be non-qualified options with a per share exercise price equal to 100% of the fair market value of a share on the date that the option is granted. Options granted to independent directors will become exercisable in cumulative annual installments of 33¹/₃% on each of the first, second and third anniversaries of the date of grant.

- *Restricted Shares.* The plan administrator may grant shares subject to various restrictions, including restrictions on transferability, limitations on the right to vote and/or limitations on the right to receive dividends.

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- *Share Appreciation Rights.* The plan administrator may grant share appreciation rights representing the right to receive payment of an amount equal to the excess of the fair market value of a share on the date of exercise over the fair market value of a share on the date of grant. The term of share appreciation rights granted may not exceed ten years from the date of grant. The plan administrator may elect to pay share appreciation rights in cash, in shares or in a combination of cash and shares.
- *Performance Shares and Performance Shares Units.* The plan administrator may grant awards of performance shares denominated in a number of shares and/or awards of performance share units denominated in unit equivalents of shares and/or units of value, including dollar value of shares. These awards may be linked to performance criteria measured over performance periods as determined by the plan administrator.
- *Share Payments.* The plan administrator may grant share payments, including payments in the form of shares or options or other rights to purchase shares. Share payments may be based upon specific performance criteria determined by the plan administrator on the date such share payments are made or on any date thereafter.
- *Deferred Shares.* The plan administrator may grant awards of deferred shares linked to performance criteria determined by the plan administrator. Shares underlying deferred share awards will not be issued until the deferred share awards have vested, pursuant to a vesting schedule or upon the satisfaction of any vesting conditions or performance criteria set by the plan administrator. Recipients of deferred share awards generally will have no rights as shareholders with respect to such deferred shares until the shares underlying the deferred share awards have been issued.
- *Restricted Share Units.* The plan administrator may grant RSUs, subject to various vesting conditions. On the maturity date, we will transfer to the participant one unrestricted, fully transferable share for each vested RSU scheduled to be paid out on such date. The plan administrator will specify the purchase price, if any, to be paid by the participant for such shares.
- *Performance Bonus Awards.* The plan administrator may grant a cash bonus payable upon the attainment of performance goals based on performance criteria and measured over a performance period determined appropriate by the plan administrator. Any such cash bonus paid to a “covered employee” within the meaning of Section 162(m) of the Internal Revenue Code may be a performance-based award as described below.
- *Performance-Based Awards.* The plan administrator may grant awards other than options and share appreciation rights to employees who are or may be “covered employees,” as defined in Section 162(m) of the Internal Revenue Code, that are intended to be performance-based awards within the meaning of Section 162(m) of the Internal Revenue Code in order to preserve the deductibility of these awards for federal income tax purposes. Participants are only entitled to receive payment for performance-based awards for any given performance period to the extent that pre-established performance goals set by the plan administrator for the period are satisfied. The plan administrator will determine the type of performance-based awards to be granted, the performance period and the performance goals. Generally, a participant will have to be employed by us on the date the performance-based award is paid to be eligible for a performance-based award for any period.

Adjustments. In the event of certain changes in our capitalization, the plan administrator has broad discretion to adjust awards, including without limitation, (i) the aggregate number and type of shares that may be issued under the 2006 Incentive Award Plan, (ii) the terms and conditions of any outstanding awards, and (iii) the grant or exercise price per share for any outstanding awards under such plan to account for such changes. The plan administrator also has the authority to cash out, terminate or provide for the assumption or substitution of outstanding awards in the event of a corporate transaction.

Change in Control. In the event of a change in control of our company in which outstanding awards are not assumed by the successor, such awards will generally become fully exercisable and all forfeiture restrictions on such awards will lapse. Upon, or in anticipation of, a change in control, the plan administrator may cause any awards outstanding to terminate at a specific time in the future and give each participant the right to exercise such awards during such period of time as the plan administrator, in its sole discretion, determines.

Vesting of Full Value Awards. Full value awards (generally, any award other than an option or share appreciation right) will vest over a period of at least three years (or, in the case of vesting based upon attainment of certain performance goals, over a period of at least one year). However, full value awards that result in the issuance of an aggregate of up to 5% to the total issuable shares

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under the 2006 Incentive Award Plan may be granted without any minimum vesting periods. In addition, full value awards may vest on an accelerated basis in the event of a participant's death, disability, or retirement, or in the event of our change in control or other special circumstances.

Non-transferability. Awards granted under the 2006 Incentive Award Plan are generally not transferable.

Termination or Amendment. Unless terminated earlier, the 2006 Incentive Award Plan will remain in effect for a period of ten years from its effective date, after which no award may be granted under the 2006 Incentive Award Plan. With the approval of our board of directors, the plan administrator may terminate or amend the 2006 Incentive Award Plan at any time. However, shareholder approval will be required for any amendment (i) to the extent required by applicable law, regulation or stock exchange rule, (ii) to increase the number of shares available under the 2006 Incentive Award Plan, (iii) to permit the grant of options or share appreciation rights with an exercise price below fair market value on the date of grant, (iv) to extend the exercise period for an option or share appreciation right beyond ten years from the date of grant, or (v) that results in a material increase in benefits or a change in eligibility requirements. Any amendment or termination must not materially adversely affect any participant without such participant's consent.

Outstanding Awards. As of May 31, 2007, options or RSUs to purchase an aggregate of 1,517,316 ordinary shares were outstanding, out of which options or restricted share units to purchase 900,463 ordinary shares were held by all our directors and executive officers as a group. The exercise prices of these options range from \$20.00 to \$30.31 and the expiration dates of these options range from July 25, 2016 to April 6, 2017. There is no purchase price for the RSUs.

Fringe Benefit Tax

In May 2007, the government of India implemented a fringe benefit tax on the allotment of shares pursuant to the exercise or vesting, on or after April 1, 2007, of options and RSUs granted to employees. The fringe benefit tax is payable by the employer at the rate of 33.99% on the difference between the fair market value of the options and the RSUs on the date of vesting of the options and the RSUs and the exercise price of the options and the purchase price (if any) for the RSUs, as applicable. The government of India has not published its guidelines on how the fair market value of the options should be determined. The new legislation permits the employer to recover the fringe benefit tax from the employees. However, we may decide not to recover, or we may be unsuccessful in recovering, the fringe benefit tax from our employees.

C. Board Practices

Composition of the Board of Directors

Our Memorandum and Articles of Association provide that our board of directors consists of not less than three directors, and such maximum number as our directors may determine from time to time. Our board of directors currently consists of eight directors. Messrs. Herr, Parekh, Bernays and Sir Anthony satisfy the "independence" requirements of the NYSE rules.

All directors hold office until the expiry of their term of office, their resignation or removal from office for gross negligence or criminal conduct by a resolution of our shareholders or until they cease to be directors by virtue of any provision of law or they are disqualified by law from being directors or they become bankrupt or make any arrangement or composition with their creditors generally or they become of unsound mind. The term of office of the directors is divided into three classes:

- Class I, whose term will expire at the annual general meeting to be held in July 2007;
- Class II, whose term will expire at the annual general meeting to be held in 2008; and
- Class III, whose term will expire at the annual general meeting to be held in 2009.

The appointments of Mr. Guy Sochovsky, Mr. Richard O. Bernays and Sir Anthony Armitage Greener will expire at the next annual general meeting to be held in July 2007. We will seek shareholders' approval for the re-election of Mr. Bernays and Sir Anthony at the next annual general meeting. Mr. Guy Sochovsky will resign as a director prior to the next annual general meeting in July 2007.

At each annual general meeting after the initial classification or special meeting in lieu thereof, the successors to directors whose terms will then expire serve from the time of election until the third annual meeting following election or special meeting held in

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lieu thereof. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. This classification of the board of directors may have the effect of delaying or preventing changes in control of management of our company.

There are no family relationships among any of our directors or executive officers. The employment agreements governing the services of two of our directors provide for benefits upon termination of employment as described above.

Our board of directors held 10 meetings in fiscal 2007.

Committees of the Board

Our board of directors has three standing committees: an audit committee, a compensation committee and a nominating and corporate governance committee.

Audit Committee

The audit committee comprises four directors: Messrs. Eric Herr (Chairman), Deepak Parekh, Richard Bernays and Guy Sochovsky. Messrs. Herr, Parekh and Bernays satisfy the “independence” requirements of Rule 10A-3 of the Securities Exchange Act of 1934, as amended, or the Exchange Act. We intend to comply with the Sarbanes-Oxley Act of 2002 and the NYSE rules, which require that the audit committee be composed solely of directors who will satisfy the “independence” requirements of the NYSE rules and Rule 10A-3 of the Exchange Act within one year from the date of our initial public offering in July 2006. Sir Anthony Armitage Greener, who satisfies the “independence” requirements of the NYSE rules and Rule 10A-3 of the Exchange Act, will be appointed as a member of our audit committee in place of Mr. Sochovsky upon his resignation as a director in July 2007. The principal duties and responsibilities of our audit committee are as follows:

- to serve as an independent and objective party to monitor our financial reporting process and internal control systems;
- to review and appraise the audit efforts of our independent accountants and exercise ultimate authority over the relationship between us and our independent accountants; and
- to provide an open avenue of communication among the independent accountants, financial and senior management and the board of directors.

The audit committee has the power to investigate any matter brought to its attention within the scope of its duties. It also has the authority to retain counsel and advisors to fulfill its responsibilities and duties. Mr. Herr serves as our audit committee financial expert, within the requirements of the rules promulgated by the Commission relating to listed-company audit committees.

The audit committee held six meetings in fiscal 2007.

Compensation Committee

The compensation committee comprises four directors: Messrs. Ramesh Shah (Chairman), Eric Herr, Richard O. Bernays and Deepak Parekh. We intend to comply with the requirements of the NYSE rules, which require that the compensation committee be composed solely of independent directors within one year of the completion of our initial public offering in July 2006. Sir Anthony Armitage Greener, who satisfies the “independence” requirements of the NYSE rules, will be appointed as a member of our compensation committee in place of Mr. Shah in July 2007. Mr. Bernays will be appointed as Chairman of the compensation committee in place of Mr. Shah in July 2007. The scope of this committee’s duties includes determining the compensation of our executive officers and other key management personnel. The compensation committee also administers the 2002 Stock Incentive Plan and the 2006 Incentive Award Plan, reviews performance appraisal criteria and sets standards for and decides on all employee shares options allocations when delegated to do so by our board of directors.

The compensation committee held five meetings in fiscal 2007.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee comprises four directors: Messrs. Deepak Parekh (Chairman), Eric Herr, Richard O. Bernays and Jeremy Young. We intend to comply with the requirements of the NYSE rules, which require that the nominating and corporate governance committee be composed solely of independent directors within one year of the completion

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of our initial public offering in July 2006. Sir Anthony Armitage Greener, who satisfies the “independence” requirements of the NYSE rules, will be appointed as a member of our nominating and corporate governance committee in place of Mr. Young in July 2007. The principal duties and responsibilities of the nominating and governance committee are as follows:

- to assist the board of directors by identifying individuals qualified to become board members and members of board committees, to recommend to the board of directors nominees for the next annual meeting of shareholders, and to recommend to the board of directors nominees for each committee of the board of directors;
- to monitor our corporate governance structure; and
- to periodically review and recommend to the board of directors any proposed changes to the corporate governance guidelines applicable to us.

The nominating and corporate governance committee held three meetings in fiscal 2007.

D. Employees

For a description of our employees, see “Item 4. Information on the Company — B. Business Overview — Human Capital.”

E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares as of May 31, 2007 by each of our directors and all our directors and executive officers as a group. As used in this table, beneficial ownership means the sole or shared power to vote or direct the voting or to dispose of or direct the sale of any security. A person is deemed to be the beneficial owner of securities that can be acquired within 60 days upon the exercise of any option, warrant or right. Ordinary shares subject to options, warrants or rights that are currently exercisable or exercisable within 60 days are deemed outstanding for computing the ownership percentage of the person holding the options, warrants or rights, but are not deemed outstanding for computing the ownership percentage of any other person. The amounts and percentages as of May 31, 2007 are based on an aggregate of 41,895,246 ordinary shares outstanding as of that date.

| Name | Number of Ordinary Shares Beneficially Owned | |
|---|--|---------------|
| | Number | Percent |
| Directors | | |
| Ramesh N. Shah ⁽¹⁾ | 374,165 | 0.89% |
| Neeraj Bhargava ⁽²⁾ | 210,251 | 0.50% |
| Jeremy Young ⁽³⁾ | 21,366,644 | 51.00% |
| Guy Sochovsky ⁽⁴⁾ | — | — |
| Eric B. Herr | 4,666 | 0.01% |
| Deepak S. Parekh | 4,666 | 0.01% |
| Richard O. Bernays | — | — |
| Anthony Armitage Greener | — | — |
| Executive Officers | | |
| Zubin Dubash | 177,498 | 0.42% |
| Alan Stephen Dunning | 328,299 | 0.78% |
| Anup Gupta | 83,964 | 0.20% |
| Bernard Donoghue | 134,581 | 0.32% |
| J.J. Selvadurai | 278,665 | 0.67% |
| Anish Nanavaty | 9,583 | 0.02% |
| Arjun Singh | — | — |
| All our directors and executive officers as a group (15 persons)⁽⁵⁾ | 22,972,982 | 54.83% |

Notes:

- (1) Of the 374,165 shares beneficially owned by Ramesh N. Shah, 150,000 shares are indirectly held via a trust which is controlled by Mr. Shah, and the remainder are held directly.
- (2) Of the 210,251 shares beneficially owned by Neeraj Bhargava, 90,000 shares are indirectly held via a trust which is controlled by Mr. Bhargava, and the remainder is held directly.
- (3) Jeremy Young is a director of our company and a Managing Director and member of Warburg Pincus LLC. All shares indicated as owned by Mr. Young was a result of their affiliation with the Warburg Pincus entities. Mr. Young disclaim beneficial ownership of all shares held by the Warburg Pincus entities.
- (4) Guy Sochovsky is a Vice President of Warburg Pincus LLC. Mr. Sochovsky does not have voting or investment discretion with respect to the shares of our company held by Warburg, Pincus, and therefore he is not deemed to beneficially own such shares.
- (5) Includes the shares beneficially owned by Jeremy Young, nominee director of Warburg Pincus, because of his affiliation with the Warburg Pincus entities. Mr. Young disclaims beneficial ownership of all shares held by the Warburg Pincus entities.

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The following table sets forth information concerning options and RSUs held by our directors and executive officers as of May 31, 2007 on the following terms:

| Name | Option Awards | | | | RSU Awards |
|------------------------------|---|--------------------------|---|--------------------------|--|
| | Number of shares underlying unexercised options (Exercisable) | Exercise Price per share | Number of shares underlying unexercised options (Unexercisable) | Exercise Price per Share | Number of shares underlying RSUs held that have not vested |
| Directors | | | | | |
| Ramesh N. Shah | 83,333 | £3.5000 | 166,667 | £3.5000 | 90,313 |
| | — | — | 115,000 | \$ 20.00 | — |
| | — | — | 21,875 | \$ 27.75 | — |
| Neeraj Bhargava | 1 | £0.9971 | 100,000 | £3.5000 | 106,850 |
| | — | — | 135,000 | \$ 20.00 | — |
| | — | — | 26,250 | \$ 27.75 | — |
| Jeremy Young | — | — | — | — | — |
| Guy Sochovsky | — | — | — | — | — |
| Eric B. Herr | — | — | 14,000 | \$ 20.00 | — |
| Deepak S. Parekh | — | — | 14,000 | \$ 20.00 | — |
| Richard O. Bernays (1) | — | — | 14,000 | \$ 28.87 | — |
| Anthony Armitage Greener (2) | — | — | — | — | — |
| Executive Officers | | | | | |
| Zubin Dubash | 67,244 | £1.5000 | 66,667 | £1.5000 | 30,078 |
| | 25,000 | £3.5000 | 50,000 | £3.5000 | — |
| | 6,666 | £7.0000 | 13,334 | £7.0000 | — |
| | — | — | 25,000 | \$ 20.00 | — |
| | — | — | 11,719 | \$ 27.75 | — |
| Alan Stephen Dunning | — | — | 20,000 | \$ 20.00 | 18,227 |
| | — | — | 5,484 | \$ 27.75 | — |
| Anup Gupta | 1,666 | £3.0000 | 1,668 | £3.0000 | 24,805 |
| | — | — | 46,667 | £3.5000 | — |
| | — | — | 13,334 | £7.0000 | — |
| | — | — | 20,000 | \$ 20.00 | — |
| | — | — | 5,000 | \$ 30.31 | — |
| | — | — | 8,203 | \$ 27.75 | — |
| Bernard Donoghue (3) | — | — | 2,500 | \$ 20.00 | 9,020 |
| | — | — | 5,180 | \$ 27.75 | — |
| J.J. Selvadurai | — | — | 20,000 | \$ 20.00 | 24,840 |
| | — | — | 5,000 | \$ 30.21 | — |
| | — | — | 8,227 | \$ 27.75 | — |
| Anish Nanavaty | 2 | £1.5000 | 6,666 | £1.5000 | 4,500 |
| | 1,666 | £7.0000 | 3,334 | £7.0000 | — |
| | — | — | 2,500 | \$ 20.00 | — |
| | — | — | 2,150 | \$ 27.75 | — |
| Arjun Singh | — | — | 62,500 | \$ 28.35 | 41,445 |
| | — | — | 6,797 | \$ 27.75 | — |

Notes:

- (1) Appointed as a director in November 2006.
- (2) Appointed as a director in June 2007. The information in this table excludes the options to purchase 14,000 shares granted to Sir Anthony Armitage Greener in June 2007.
- (3) Appointed as Chief Executive Officer – WNS Assistance in May 2007.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**A. Major Shareholders**

The following table sets forth information regarding beneficial ownership of our ordinary shares as of May 31, 2007 held by each person who is known to us to have 5.0% or more beneficial share ownership based on an aggregate of 41,895,246 ordinary shares outstanding as of that date.

Prior to our initial public offering in July 2006, Warburg Pincus owned 64.70%, British Airways owned 14.61% and Theodore Agnew owned 5.54% of our then outstanding shares. Warburg Pincus sold 1,490,000 of its ordinary shares, British Airways sold its entire shareholding and Theodore Agnew sold 1,075,925 of his shares in our initial public offering, following which Warburg Pincus owned 53.64% and Theodore Agnew owned 2.21% of our then outstanding shares and British Airways ceased to be a shareholder.

Beneficial ownership is determined in accordance with the rules of the Commission and includes shares over which the indicated beneficial owner exercises voting and/or investment power or receives the economic benefit of ownership of such securities. Ordinary shares subject to options currently exercisable or exercisable within 60 days are deemed outstanding for the purposes of computing the percentage ownership of the person holding the options but are not deemed outstanding for the purposes of computing the percentage ownership of any other person.

| Name of Beneficial Owner | Number of Shares Beneficially Owned | Percentage Beneficially Owned |
|------------------------------------|--|--------------------------------------|
| Warburg Pincus(1) | 21,366,644 | 51.00% |
| FMR Corp. (2) | 4,129,951 | 9.86% |
| Tiger Global Management, L.L.C.(3) | 2,246,266 | 5.36% |

Notes:

- (1) Information based on a report on Schedule 13G jointly filed with the Commission on August 22, 2006 by Warburg Pincus Private Equity VIII, L.P., or WP VIII, Warburg Pincus International Partners, L.P., or WPIP, Warburg Pincus Netherlands International Partners I, CV, or WP Netherlands, Warburg Pincus Partners, LLC, or WPP LLC, Warburg, Pincus & Co., or Warburg Pincus, and Warburg Pincus LLC, or WP LLC. The sole general partner of each of WP VIII, WPIP and WP Netherlands is WPP LLC. WPP LLC is managed by Warburg Pincus. WP LLC manages each of WP VIII, WPIP and WP Netherlands. Charles R. Kaye and Joseph P. Landy are each Managing General Partners of Warburg Pincus and Co-President and Managing Members of WP LLC. Each of Warburg Pincus, WPP LLC, WP LLC, Mr. Kaye and Mr. Landy disclaims beneficial ownership of the ordinary shares except to the extent of any indirect pecuniary interest therein.
- (2) Information based on a report on Schedule 13G jointly filed with the Commission on May 10, 2007 by FMR Corp., Edward C. Johnson 3d, Chairman of FMR Corp., Fidelity Management & Research Company and Fidelity Mid Cap Stock Fund. FMR Corp. and Mr. Johnson reported that they each have sole voting and investment power for all the 4,129,951 ordinary shares.
- (3) Information based on a report on Schedule 13G jointly filed with the Commission on September 26, 2006 by Mr. Charles P. Coleman, III and Tiger Global Management, L.L.C., or Tiger. Tiger serves as the management company of two domestic private investment partnerships. Tiger also serves as the investment manager of an offshore investment vehicle. Mr. Coleman is the managing member of Tiger. Accordingly, Tiger may be deemed to beneficially own the securities owned by the various entities managed by Tiger.

None of our major shareholders have different voting rights from our other shareholders.

As of May 31, 2007, 21,548,153 of our ordinary shares, representing 51.43% of our outstanding ordinary shares, were held by a total of 10 holders of record with addresses in the U.S. As of the same date, 18,703,765 of our ADSs (representing 18,703,765 ordinary shares), representing 44.64% of our outstanding ordinary shares, were held by a total of one registered holder of record with addresses in and outside of the U.S. Since certain of these ordinary shares and ADSs were held by brokers or other nominees, the number of record holders in the U.S. may not be representative of the number of beneficial holders or where the beneficial holders are resident. All holders of our ordinary shares are entitled to the same voting rights.

Related Party Transactions

In May 2002, we entered into a Registration Rights Agreement, or the Registration Rights Agreement, pursuant to which we had granted, subject to certain conditions, to our shareholders, Warburg Pincus and British Airways (so long as British Airways holds not less than 20% of our ordinary shares on a fully diluted basis), certain demand registration rights which entitled these shareholders to require us to use our reasonable efforts to prepare and file a registration statement under the Securities Act. Pursuant to the Registration Rights Agreement, we had also granted, subject to certain conditions, to Warburg Pincus and British Airways certain piggy-back registration rights entitling these shareholders to sell their respective ordinary shares in a registered offering of the company. We had agreed to bear the expenses incurred in connection with such registrations, excluding underwriting discounts and commissions and certain shareholder legal fees. We had also agreed, under certain circumstances, to indemnify the underwriters in connection with such registrations. Our shareholders, Warburg Pincus and British Airways, had agreed to indemnify us and the underwriters in connection with any such registrations provided that their obligation to indemnify is limited to the amount of sale proceeds received by them.

Pursuant to the terms of the Registration Rights Agreement, we were prohibited from entering into any merger, consolidation or reorganization in which the company would not be the surviving corporation unless the successor corporation agrees to assume the obligations and duties of the company under the Registration Rights Agreement. We were also prohibited, except with the prior written consent of Warburg Pincus and British Airways, from entering into similar agreements granting registration rights to any shareholder or prospective shareholder. Following the completion of our initial public offering in July 2006, British Airways ceased to be our shareholder and its rights under the Registration Rights Agreement terminated. The Registration Rights Agreement expired on May 20, 2007.

In May 2002, we entered into a master services agreement with British Airways, which was a principal shareholder until it sold its entire shareholding in our initial public offering in July 2006. This agreement provided that we would render business process outsourcing services to British Airways and its affiliates as per services level agreements agreed between us and British Airways. The agreement had a term of five years and would have expired in March 2007. In July 2006, we entered into a contract with British Airways which replaced this 2002 agreement. The renewed contract will expire in May 2012. In fiscal 2007, British Airways accounted for \$15 million of our revenue, representing 4.3% of our revenue and 6.8% of our revenue less repair payments. In fiscal 2006 and fiscal 2005, British Airways accounted for \$14.7 million and \$16.4 million of our revenue, representing 7.2% and 10.1% of our revenue and representing 9.9% and 16.5% of our revenue less repair payments.

In fiscal 2003, we entered into agreements with certain affiliates of another of our principal shareholders, Warburg Pincus, to provide business process outsourcing services. In fiscal 2007, fiscal 2006 and fiscal 2005, these affiliates in the aggregate accounted for \$2.2 million, \$1.6 million and \$1.1 million, representing 0.6%, 0.8% and 0.7% of our revenue and 1.0%, 1.1% and 1.1% of our revenue less repair payments. We have also entered into agreements with certain other affiliates of Warburg Pincus under which we purchase equipment and certain enterprise resource planning services from them. In fiscal 2007, fiscal 2006 and fiscal 2005, these affiliates in the aggregate accounted for \$202,087, \$193,000 and \$19,000 in expenses.

In fiscal 2004, we entered into an agreement with Flovate Technologies Limited, or Flovate, a company in which Edwin Donald Harrell, who was until April 2006 one of our executive officers, is a majority shareholder, under which we license certain software. Flovate is engaged in the development and maintenance of software products and solutions primarily used by WNS Assistance in providing services to its customers. In fiscal 2007, fiscal 2006 and fiscal 2005, payments by us to Flovate pursuant to this agreement amounted to \$4.6 million, \$3.1 million and \$3.3 million in the aggregate.

On June 6, 2007, we entered into an agreement with Mr. Harrell, Theodore Agnew and Clare Margaret Agnew to purchase all the shares of Flovate for a consideration comprising £3,252,000 in cash and have deposited an additional retention amount of £700,000 into an escrow account. The amount deposited in the escrow account will be payable to the selling shareholders on June 11, 2008, subject to certain performance conditions being satisfied by the selling shareholders, and after deducting any amount required to be reimbursed to us by the selling shareholders for expenditures borne by us in connection with the performance of certain post completion projects under the agreement and any amount for which Flovate is liable in respect of any claim made against Flovate of which liability is admitted or which has been finally adjudicated by a court against Flovate prior to June 11, 2008.

In fiscal 2006, WP International Holdings II LLC, an affiliate of our majority shareholder, Warburg Pincus, extended a loan of £74,783 to our executive officer, Edwin Harrell. The purpose of this loan was to assist Mr. Harrell to finance the purchase of our ordinary shares upon exercise of his stock options. The loan was repaid by Mr. Harrell in April 2006.

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In fiscal 2006, WP International Holdings II LLC, an affiliate of our majority shareholder, Warburg Pincus, extended a loan of £139,999 to one of our executive officers, J. J. Selvadurai. The purpose of this loan was to assist Mr. Selvadurai to finance the purchase of our ordinary shares upon exercise of his stock options. The loan was repaid by Mr. Selvadurai in March 2006.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Please see “Item 18. Financial Statements” for a list of the financial statements filed as part of this annual report.

Legal Proceedings

We are defendants in legal proceedings relating to our leasehold rights for a property on which part of our operations facility in Nashik, India, is situated. The plaintiffs contend that the lease is invalid and seek to evict us from this facility. The court has accepted our contention that the matter should be referred to arbitration and further proceedings have been stayed. No arbitrator has yet been appointed by the parties. We believe that the suit is without merit and will vigorously defend it. In the event that our defense is not successful, we expect the direct financial impact of an unsuccessful defense would be minimal, although an eviction could cause a disruption to our operations if we are unable to find a suitable alternative location. Except for the above, as of the date of this annual report, we are not a party to any other legal proceedings that could reasonably be expected to materially harm our company.

On June 6, 2006, we received a notice from the Indian Service Tax Authority requiring us to explain why they should not recover from us service tax amounting to Rs. 173.12 million for the period March 1, 2003 to January 31, 2005 in respect of the business process outsourcing services provided by us to certain clients. In addition, the notice asks us to explain why penalty and interest should not be levied in connection with this tax. We have been advised by legal counsel that this tax demand, if levied, is not tenable under Indian law. We have filed our response to the notice. No final order has been passed by the tax authorities since then. In the meantime, the Indian Service Tax Authority has requested for, and we have provided, supporting documents and clarifications in respect of the matter.

Dividend Policy

Subject to the provisions of the 1991 Law, and our Articles of Association, we may by ordinary resolution declare annual dividends to be paid to the shareholders according to their respective rights and interests in our profits available for distribution (our realized profits less our realized losses). Any dividends we may declare must not exceed the amount recommended by our board of directors. Our board may also declare and pay an interim dividend or dividends, including a dividend payable at a fixed rate, if paying an interim dividend or dividends appears to the board to be justified by our profits available for distribution. See “Item 10. Additional Information — B. Memorandum and Articles of Association.” We can also declare dividends (1) out of our realized revenue profits less our revenue losses, whether realized or unrealized, if our directors who are to authorize the distribution reasonably believe that immediately after the distribution has been made, we will be able to discharge our liabilities as they fall due and (2) with the sanction of a special resolution in general meeting, out of our unrealized profits less our losses, whether realized or unrealized, if our directors who are to authorize the distribution make a prior statement that, having made full enquiry into our affairs and prospects, they have formed the opinion that:

- immediately following the date on which the distribution is proposed to be made, we will be able to discharge our liabilities as they fall due; and
- having regard to our prospects and to the intentions of our directors with respect to the management of our business and to the amount and character of the financial resources that will in their view be available to us, we will be able to continue to carry on business and we will be able to discharge our liabilities as they fall due until the expiry of the period of one year immediately following the date on which the distribution is proposed to be made or until we are dissolved under Article 150 of the 1991 Law, whichever first occurs.

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We have never declared or paid any dividends on our ordinary shares. Any future determination to pay cash dividends will be at the discretion of our board of directors and will be dependent upon our results of operations and cash flows, our financial position and capital requirements, general business conditions, legal, tax, regulatory and any contractual restrictions on the payment of dividends and any other factors our board of directors deems relevant at the time.

Subject to the deposit agreement governing the issuance of our ADSs, holders of ADSs will be entitled to receive dividends paid on the ordinary shares represented by such ADSs.

B. Significant Changes

There has been no significant subsequent events following the close of the last fiscal year up to the date of this annual report that are known to us and require disclosure in this document for which disclosure was not made in this annual report.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Our ADSs evidenced by American Depositary Receipts, or ADRs, commenced trading on the NYSE, on July 26, 2006 at an initial offering price of \$20.00 per ADS. The ADRs evidencing ADSs were issued by our depositary, Deutsche Bank Trust Company Americas, pursuant to a deposit agreement. The number of our outstanding ordinary shares (including the underlying shares for ADSs) as of March 31, 2007 was 41,842,879. As of March 31, 2007, there were 18,607,728 ADSs outstanding (representing 18,607,728 ordinary shares).

The high and low last reported sale price per ADS since trading on July 26, 2006 are as shown below:

| | Price per ADS on NYSE | |
|---|-----------------------|---------|
| | High | Low |
| Second quarter of fiscal 2007 | \$29.85 | \$20.79 |
| Third quarter of fiscal 2007 | 34.63 | 27.70 |
| Fourth quarter of fiscal 2007 | 35.83 | 28.00 |
| First quarter of fiscal 2008 (as of May 31, 2007) | 29.50 | 24.61 |
| December 2006 | 34.24 | 28.37 |
| January 2007 | 34.32 | 28.22 |
| February 2007 | 35.83 | 30.00 |
| March 2007 | 32.42 | 28.00 |
| April 2007 | 29.50 | 26.05 |
| May 2007 | 28.53 | 24.61 |

B. Plan of Distribution

Not applicable.

C. Markets

Our ADSs are listed on the NYSE under the symbol "WNS."

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

General

We were incorporated in Jersey, Channel Islands, as a private limited company (with registered number 82262) on February 18, 2002 pursuant to the 1991 Law. We converted from a private limited company to a public limited company on January 4, 2006 when we acquired more than 30 shareholders as calculated in accordance with Article 17A of the 1991 Law. We gave notice of this to the Jersey Financial Services Commission, or JFSC, in accordance with Article 17(3) of the 1991 Law on January 12, 2006.

The address of our share registrar and secretary is Capita IRG (Offshore) Limited at Victoria Chambers, Liberation Square, 1/3 The Esplanade, St. Helier, Jersey JE2 3QA, Channel Islands. Our registered office and our share register are maintained at the premises of Capita IRA (Offshore) Limited.

Our activities are regulated by our Memorandum and Articles of Association. We adopted an amended and restated Memorandum and Articles of Association by special resolution of our shareholders passed on May 22, 2006. This amended and restated Memorandum and Articles of Association came into effect immediately prior to the completion of our initial public offering in July 2006. The material provisions of our amended and restated Memorandum and Articles of Association are described below. In addition to our Memorandum and Articles of Association, our activities are regulated by (among other relevant legislation) the 1991 Law. Our Memorandum of Association states our company name, that we are a public company, that we are a par value company, our authorized share capital and that the liability of our shareholders is limited to the amount (if any) unpaid on their shares. Below is a summary of some of the provisions of our Articles of Association. It is not, nor does it purport to be, complete or to identify all of the rights and obligations of our shareholders. The summary is qualified in its entirety by reference to our Memorandum and Articles of Association. See “Item 19. Exhibits — Exhibits 1.1” and “Item 19. Exhibits — 1.2.”

The rights of shareholders described in this section are available only to persons who hold our certificated shares. ADS holders do not hold our certificated shares and therefore are not directly entitled to the rights conferred on our shareholders by our Articles of Association or the rights conferred on shareholders of a Jersey company by the 1991 Law, including, without limitation: the right to receive dividends and the right to attend and vote at shareholders meetings; the rights described in “— Other Jersey Law considerations — Mandatory purchases and acquisitions” and “— Other Jersey Law considerations — Compromises and arrangements,” the right to apply to a Jersey court for an order on the grounds that the affairs of a company are being conducted in a manner which is unfairly prejudicial to the interests of its shareholders; and the right to apply to the JFSC to have an inspector appointed to investigate the affairs of a company. ADS holders are entitled to receive dividends and to exercise the right to vote only in accordance with the deposit agreement.

Share Capital

As of May 31, 2007, the authorized share capital is £5,100,000 divided into 50,000,000 ordinary shares of 10 pence each and 1,000,000 preferred shares of 10 pence each. We had 41,842,879 and 41,895,246 ordinary shares outstanding as of March 31, 2007 and May 31, 2007, respectively. There are no preferred shares outstanding as of March 31, 2007 and May 31, 2007. Pursuant to Jersey law and our Memorandum and Articles of Association, our board of directors by resolution may establish one or more classes of preferred shares having such number of shares, designations, dividend rates, relative voting rights, liquidation rights and other relative participation, optional or other special rights, qualifications, limitations or restrictions as may be fixed by

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the board without any further shareholder approval. Such rights, preferences, powers and limitations as may be established could also have the effect of discouraging an attempt to obtain control of us. None of our shares have any redemption rights.

Capacity

Under the 1991 Law, the doctrine of *ultra vires* in its application to companies is abolished and accordingly the capacity of a Jersey company is not limited by anything in its memorandum or articles or by any act of its members.

Changes in Capital or our Memorandum and Articles of Association

Subject to the 1991 Law and our Articles of Association, we may by special resolution at a general meeting:

- increase our authorized or paid up share capital;
- consolidate and divide all or any part of our shares into shares of a larger amount;
- sub-divide all or any part of our shares into shares of smaller amount than is fixed by our Memorandum of Association;
- convert any of our issued or unissued shares into shares of another class;
- convert all our issued par value shares into no par value shares and vice versa;
- convert any of our paid-up shares into stock, and reconvert any stock into any number of paid-up shares of any denomination;
- convert any of our issued limited shares into redeemable shares which can be redeemed;
- cancel shares which, at the date of passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of the authorized share capital by the amount of the shares so cancelled;
- reduce our issued share capital; or
- alter our Memorandum or Articles of Association.

General Meetings of Shareholders

We may at any time convene general meetings of shareholders. We hold an annual general meeting for each fiscal year. Under the 1991 Law, no more than eighteen months may elapse between the date of one annual general meeting and the next.

Annual general meetings and meetings calling for the passing of a special resolution require 21 days' notice of the place, day and time of the meeting in writing to our shareholders. Any other general meeting requires no less than 14 days' notice in writing. Our directors may, at their discretion, and upon a request made in accordance with the 1991 Law by shareholders holding not less than one tenth of our total voting rights our directors shall, convene a general meeting. Our business may be transacted at a general meeting only when a quorum of shareholders is present. Two shareholders entitled to attend and to vote on the business to be transacted (or a proxy for a shareholder or a duly authorized representative of a corporation which is a shareholder) and holding shares conferring not less than one-third of the total voting rights, constitute a quorum provided that if at any time all of our issued shares are held by one shareholder, such quorum shall consist of the shareholder present in person or by proxy.

The annual general meetings deal with and dispose of all matters prescribed by our Articles of Association and by the 1991 Law including:

- the consideration of our annual financial statements and report of our directors and auditors;
- the election of directors (if necessary);

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- the appointment of auditors and the fixing of their remuneration;
- the sanction of dividends; and
- the transaction of any other business of which notice has been given.

Failure to hold an annual general meeting is an offence by our company and its directors under the 1991 Law and carries a potential fine of up to £5,000 for our company and each director.

Voting rights

Subject to any special terms as to voting on which any shares may have been issued or may from time to time be held, at a general meeting, every shareholder who is present in person (including any corporation present by its duly authorized representative) shall on a show of hands have one vote and every shareholder present in person or by proxy shall on a poll have one vote for each share of which he is a holder. In the case of joint holders only one of them may vote and in the absence of election as to who is to vote, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

A shareholder may appoint any person (whether or not a shareholder) to act as his proxy at any meeting of shareholders (or of any class of shareholders) in respect of all or a particular number of the shares held by him. A shareholder may appoint more than one person to act as his proxy and each such person shall act as proxy for the shareholder for the number of shares specified in the instrument appointing the person a proxy. If a shareholder appoints more than one person to act as his proxy, each instrument appointing a proxy shall specify the number of shares held by the shareholder for which the relevant person is appointed his proxy. Each duly appointed proxy has the same rights as the shareholder by whom he was appointed to speak at a meeting and vote at a meeting in respect of the number of shares held by the shareholder for which the relevant proxy is appointed his proxy.

For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or in order to make a determination of shareholders for any other proper purpose, our directors may fix in advance a date as the record date for any such determination of shareholders.

Shareholder resolutions

An ordinary resolution requires the affirmative vote of a simple majority (i.e., more than 50%) of our shareholders entitled to vote in person (or by corporate representative in case of a corporate entity) or by proxy at a general meeting.

A special resolution requires the affirmative vote of a majority of not less than two-thirds of our shareholders entitled to vote in person (or by corporate representative in the case of a corporate entity) or by proxy at a general meeting.

Our articles prohibit the passing of shareholder resolutions by written consent to remove an auditor or to remove a director before the expiry of his term of office.

Dividends

Subject to the provisions of the 1991 Law and of the Articles of Association, we may, by ordinary resolution, declare dividends to be paid to shareholders according to their respective rights and interests in our profits available for distribution. However, no dividend shall exceed the amount recommended by our directors.

Subject to the provisions of the 1991 Law, we may declare and pay an interim dividend or dividends, including a dividend payable at a fixed rate, if an interim dividend or dividends appears to us to be justified by our profits available for distribution.

Except as otherwise provided by the rights attached to any shares, all dividends shall be declared and paid according to the amounts paid up (as to both par and any premium) otherwise than in advance of calls, on the shares on which the dividend is paid. All dividends unclaimed for a period of ten years after having been declared or become due for payment shall, if we so resolve, be forfeited and shall cease to remain owing by us.

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We may, with the authority of an ordinary resolution, direct that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of those ways.

We may also with the prior authority of an ordinary resolution, and subject to such conditions as we may determine, offer to holders of shares the right to elect to receive shares, credited as fully paid, instead of the whole, or some part, to be determined by us, of any dividend specified by the ordinary resolution.

For the purposes of determining shareholders entitled to receive a dividend or distribution, our directors may fix a record date for any such determination of shareholders. A record date for any dividend or distribution may be on or at any time before any date on which such dividend or distribution is paid or made and on or at any time before or after any date on which such dividend or distribution is declared.

Ownership limitations

Our Articles of Association and the 1991 Law do not contain limits on the number of shares that a shareholder may own.

Transfer of shares

Every shareholder may transfer all or any of his shares by instrument of transfer in writing in any usual form or in any form approved by us. The instrument must be executed by or on behalf of the transferor and, in the case of a transfer of a share which is not fully paid up, by or on behalf of the transferee. The transferor is deemed to remain the holder until the transferee's name is entered in the register of shareholders.

We may, in our absolute discretion and without giving any reason, refuse to register any transfer of a share or renunciation of a renounceable letter of allotment unless:

- it is in respect of a share which is fully paid up;
- it is in respect of only one class of shares;
- it is in respect of only one class of shares;
- it is in favor of a single transferee or not more than four joint transferees;
- it is duly stamped, if so required; and
- it is delivered for registration to our registered office for the time being or another place that we may from time to time determine accompanied by the certificate for the shares to which it relates and any other evidence as we may reasonably require to prove the right of the transferor or person renouncing to make the transfer or renunciation.

Share register

We maintain our register of members in Jersey. It is open to inspection during business hours by shareholders without charge and by other persons upon payment of a fee not exceeding £5. Any person may obtain a copy of our register of members upon payment of a fee not exceeding £0.50 per page and providing a declaration under oath as required by the 1991 Law.

Variation of rights

If at any time our share capital is divided into different classes of shares, the special rights attached to any class, unless otherwise provided by the terms of issue of the shares of that class, may be varied or abrogated with the consent in writing of the holders of the majority of the issued shares of that class, or with the sanction of an ordinary resolution passed at a separate meeting of the holders of shares of that class, but not otherwise. To every such separate meeting all the provisions of our Articles of Association and of the 1991 Law relating to general meetings or to the proceedings thereat shall apply, *mutatis mutandis*, except that the necessary quorum shall be two persons holding or representing at least one-third in nominal amount of the issued shares of that

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class but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those holders who are present in person shall be a quorum.

The special rights conferred upon the holders of any class of shares issued with preferred or other special rights shall be deemed to be varied by the reduction of the capital paid up on such shares and by the creation of further shares ranking in priority thereto, but shall not (unless otherwise expressly provided by our Articles or by the conditions of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking after or *pari passu* therewith. The rights conferred on holders of ordinary shares shall be deemed not to be varied by the creation, issue or redemption of any preferred or preference shares.

Capital calls

We may, subject to the provisions of our Articles of Association and to any conditions of allotment, from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) *provided that* (except as otherwise fixed by the conditions of application or allotment) no call on any share shall be payable within 14 days of the date appointed for payment of the last preceding call, and each member shall (subject to being given at least 14 clear days' notice specifying the time or times and place of payment) pay us at the time or times and place so specified the amount called on his shares.

If a member fails to pay any call or installment of a call on or before the day appointed for payment thereof, we may serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest (at a rate not exceeding ten per cent. per annum to be determined by us) which may have accrued and any expenses which may have been incurred by us by reason of such non-payment. The notice shall name a further day (not earlier than fourteen days from the date of service thereof) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares on which the call was made will be liable to be forfeited.

Borrowing powers

Our Articles of Association contain no restrictions on our power to borrow money or to mortgage or charge all or any part of our undertaking, property and assets.

Issue of shares and preemptive rights

Subject to the provisions of the 1991 Law and to any special rights attached to any shares, we may allot or issue shares with those preferred, deferred or other special rights or restrictions regarding dividends, voting, return of capital or other matters as our directors from time to time determine. We may issue shares that are redeemable or are liable to be redeemed at our option or the option of the holder in accordance with our Articles of Association. Subject to the provisions of the 1991 Law, the unissued shares at the date of adoption of our Articles of Association and shares created thereafter shall be at the disposal of our directors. We cannot issue shares at a discount to par value. Securities, contracts, warrants or other instruments evidencing any preferred shares, option rights, securities having conversion or option rights or obligations may also be issued by the directors without the approval of the shareholders or entered into by us upon a resolution of the directors to that effect on such terms, conditions and other provisions as are fixed by the directors, including, without limitation, conditions that preclude or limit any person owning or offering to acquire a specified number or percentage of shares in us in issue, other shares, option rights, securities having conversion or option rights or obligations of us or the transferee of such person from exercising, converting, transferring or receiving the shares, option rights, securities having conversion or option rights or obligations.

There are no pre-emptive rights for the transfer of our shares either within the 1991 Law or our Articles of Association.

Directors' powers

Our business shall be managed by the directors who may exercise all of the powers that we are not by the 1991 Law or our Articles of Association required to exercise in a general meeting. Accordingly, the directors may (among other things) borrow money, mortgage or charge all of our property and assets (present and future) and issue securities.

Meetings of the board of directors

A director may, and the secretary on the requisition of a director shall, at any time, summon a meeting of the directors by giving to each director and alternate director not less than twenty-four hours' notice of the meeting *provided that* any meeting may be convened at shorter notice and in such manner as each director or his alternate director shall approve *provided further that* unless otherwise resolved by the directors notices of directors' meetings need not be in writing.

Subject to our Articles of Association our board of directors may meet for the conducting of business, adjourn and otherwise regulate its proceedings as it sees fit. The quorum necessary for the transaction of business may be determined by the board of directors and unless otherwise determined shall be three persons, each being a director or an alternate director of whom two shall not be executive directors. Where more than three directors are present at a meeting, a majority of them must not be executive directors in order for the quorum to be constituted at the meeting. A duly convened meeting of the board of directors at which a quorum is present is necessary to exercise all or any of the board's authorities, powers and discretions.

Our board of directors may from time to time appoint one or more of their number to be the holder of any executive office on such terms and for such periods as they may determine. The appointment of any director to any executive office shall be subject to termination if he ceases to be a director. Our board of directors may entrust to and confer upon a director holding any executive office any of the powers exercisable by the directors, upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Remuneration of directors

Our directors shall be entitled to receive by way of fees for their services as directors any sum that we may, by ordinary resolution in general meeting from time to time determine. That sum, unless otherwise directed by the ordinary resolution by which it is voted, shall be divided among the directors in the manner that they agree or, failing agreement, equally. The remuneration (if any) of an alternate director shall be payable out of the remuneration payable to the director appointing him as may be agreed between them.

The directors shall be repaid their traveling and other expenses properly and necessarily expended by them in attending meetings of the directors or members or otherwise on our affairs.

If any director shall be appointed agent or to perform extra services or to make any special exertions, the directors may remunerate such director therefor either by a fixed sum or by commission or participation in profits or otherwise or partly one way and partly in another as they think fit, and such remuneration may be either in addition to or in substitution for his above mentioned remuneration.

Directors' interests in contracts

Subject to the provisions of the 1991 Law, a director may hold any other office or place of profit under us (other than the office of auditor) in conjunction with his office of director and may act in a professional capacity to us on such terms as to tenure of office, remuneration and otherwise as we may determine and, provided that he has disclosed to us the nature and extent of any of his interests which conflict or may conflict to a material extent with our interests at the first meeting of the directors at which a transaction is considered or as soon as practical after that meeting by notice in writing to the secretary or has otherwise previously disclosed that he is to be regarded as interested in a transaction with a specific person, a director notwithstanding his office (1) may be a party to, or otherwise interested in, any transaction or arrangement with us or in which we are otherwise interested, (2) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by us or in which we are otherwise interested and (3) shall not, by reason of his office, be accountable to us for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

Restrictions on directors' voting

A director, notwithstanding his interest, may be counted in the quorum present at any meeting at which any contract or arrangement in which he is interested is considered and, subject as provided above, he may vote in respect of any such contract or arrangement. A director, notwithstanding his interest, may be counted in the quorum present at any meeting at which he is

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appointed to hold any office or place of profit under us, or at which the terms of his appointment are arranged, but the director may not vote on his own appointment or the terms thereof or any proposal to select that director for re-election.

Number of directors

Our board shall determine the maximum and minimum number of directors provided that the minimum number of directors shall be not less than three.

Directors' appointment, resignation, disqualification and removal

Our board is divided into three classes that are, as nearly as possible, of equal size. Each class of directors (other than initially) is elected for a three-year term of office but the terms are staggered so that the term of only one class of directors expires at each annual general meeting. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. This classification of the board of directors may have the effect of delaying or preventing changes in control of management of our company. Our board of directors shall have power (unless they determine that any vacancy should be filled by us in general meeting) at any time and from time to time to appoint any person to be a director, either to fill any vacancy or as an addition to the existing directors. A vacancy for these purposes only will be deemed to exist if a director dies, resigns, ceases or becomes prohibited or disqualified by law from acting as a director, becomes bankrupt or enters into an arrangement or composition with his creditors, becomes of unsound mind or is removed by us from office for gross negligence or criminal conduct by ordinary resolution. A vacancy for these purposes will not be deemed to exist upon the expiry of the term of office of a director. At any general meeting at which a director retires or at which a director's period of office expires we shall elect, by ordinary resolution of the general meeting, a director to fill the vacancy, unless our directors resolve to reduce the number of directors in office. Where the number of persons validly proposed for election or re-election as a director is greater than the number of directors to be elected, the persons receiving the most votes (up to the number of directors to be elected) shall be elected as directors and an absolute majority of the votes cast shall not be a pre-requisite to the election of such directors.

The directors shall hold office until they resign, they cease to be a director by virtue of a provision of the 1991 Law, they become disqualified by law or the terms of our Articles of Association from being a director, they become bankrupt or make any arrangement or composition with their creditors generally or they become of unsound mind or they are removed from office by us for gross negligence or criminal conduct by ordinary resolution in general meeting.

A director is not required to hold any of our shares.

Capitalization of profits and reserves

Subject to our Articles of Association, we may, upon the recommendation of our directors, by ordinary resolution resolve to capitalize any of our undistributed profits (including profits standing to the credit of any reserve account), any sum standing to the credit of any reserve account as a result of the sale or revaluation of an asset (other than goodwill) and any sum standing to the credit of our share premium account or capital redemption reserve.

Any sum which is capitalized shall be appropriated among our shareholders in the proportion in which such sum would have been divisible amongst them had the same been applied in paying dividends and applied in (1) paying up the amount (if any) unpaid on the shares held by the shareholders, or (2) issuing to shareholders, fully paid shares (issued either at par or a premium) or (subject to our Articles of Association) our debentures.

Unclaimed dividends

Any dividend which has remained unclaimed for a period of ten years from the date of declaration thereof shall, if the directors so resolve, be forfeited and cease to remain owing by us and shall thenceforth belong to us absolutely.

Indemnity, limitation of liability and officers liability insurance

In so far as the 1991 Law allows and to the fullest extent permitted thereunder, we may indemnify any person who was or is involved in any manner (including, without limitation, as a party or a witness), or is threatened to be made so involved, in any threatened, pending or completed investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or

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investigative including, without limitation, any proceeding by or in the right of ours to procure a judgment in our favor, but excluding any proceeding brought by such person against us or any affiliate of ours by reason of the fact that he is or was an officer, secretary, servant, employee or agent of ours, or is or was serving at our request as an officer, secretary, servant, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against all expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such proceeding. Such indemnification shall be a contract right and shall include the right to receive payment in advance of any expenses incurred by the indemnified person in connection with such proceeding, provided always that this right is permitted by the 1991 Law.

Subject to the 1991 Law, we may enter into contracts with any officer, secretary, servant, employee or agent of ours and may create a trust fund, grant a security interest, make a loan or other advancement or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in the indemnity provisions in our Articles of Association.

Our directors are empowered to arrange for the purchase and maintenance in our name and at our expense of insurance cover for the benefit of any current or former officer of ours, our secretary and any current or former agent, servant or employee of ours against any liability which is incurred by any such person by reason of the fact that he is or was an officer of ours, our secretary or an agent, servant or employee of ours.

Subject to the 1991 Law, the right of indemnification, loan or advancement of expenses provided in our Articles of Association is not exclusive of any other rights to which a person seeking indemnification may otherwise be entitled, under any statute, memorandum or articles of association, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The provisions of our Articles of Association inure for the benefit of the heirs and legal representatives of any person entitled to indemnity under our Articles of Association and are applicable to proceedings commenced or continuing after the adoption of our Articles of Association whether arising from acts or omissions occurring before or after such adoption.

If any provision or provisions of our Articles of Association relative to indemnity are held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired; and (ii) to the fullest extent possible, the provisions of our Articles of Association relative to indemnity shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Nothing in our Articles of Association prohibits us from making loans to officers, our secretary, servants, employees or agents to fund litigation expenses prior to such expenses being incurred.

Distribution of assets on a winding-up

Subject to any particular rights or limitations attached to any shares, if we are wound up, our assets available for distribution among our shareholders shall be applied first in repaying to our shareholders the amount paid up (as to both par and any premium) on their shares respectively, and if such assets shall be more than sufficient to repay to our shareholders the whole amount paid up (as to both par and any premium) on their shares, the balance shall be distributed among our shareholders in proportion to the amount which at the time of the commencement of the winding up had been actually paid up (as to both par and any premium) on their shares respectively.

If we are wound up, we may, with the approval of a special resolution and any other sanction required by the 1991 Law, divide the whole or any part of our assets among our shareholders in specie and our liquidator or, where there is no liquidator, our directors, may, for that purpose, value any assets and determine how the division shall be carried out as between our shareholders or different classes of shareholders. Similarly, with the approval of a special resolution and subject to any other sanction required by the 1991 Law, all or any of our assets may be vested in trustees for the benefit of our shareholders.

Other Jersey Law considerations

Purchase of own shares

The 1991 Law provides that we may, with the sanction of a special resolution, purchase any of our shares which are fully paid, pursuant to a contract approved in advance by the shareholders. No shareholder whose shares we propose to purchase is entitled to vote on the resolutions sanctioning the purchase or approving the purchase contract.

We may fund the purchase of our own shares out of our distributable profits or out of the proceeds of a new issue of shares made specifically for this purpose (or out of a combination of both). If the shares are to be purchased at a premium to their nominal value, we may fund the premium out of our share premium account, our distributable profits or the proceeds of a new issue of shares made specifically for this purpose (or a combination of those sources).

We cannot purchase our shares if, as a result of such purchase, only redeemable shares would be in issue. Any shares that we purchase must be cancelled.

Mandatory purchases and acquisitions

The 1991 Law provides that where a person (which we refer to as the “offeror”) makes an offer to acquire all of the shares (or all of the shares of any class of shares) in a company (other than any shares already held by the offeror at the date of the offer), if the offeror has by virtue of acceptances of the offer acquired or contracted to acquire not less than 90 per cent. in value of the shares (or class of shares) to which the offer relates, the offeror by notice may compulsorily acquire the remaining shares. A holder of any such shares may apply to the Jersey court for an order that the offeror not be entitled to purchase the holder’s shares or that the offeror purchase the holder’s shares on terms different to those of the offer.

Where, prior to the expiry of the offer period, the offeror has by virtue of acceptances of the offer acquired or contracted to acquire not less than 90 per cent. in value of all of the shares of the target company, the holder of any shares (or class of shares) to which the offer relates who has not accepted the offer may require the offeror to acquire those shares. In such circumstances, each of the offeror and the holder of the shares are entitled to apply to the Jersey court for an order that the offeror purchase the holder’s shares on terms different to those of the offer.

Compromises and arrangements

Where a compromise or arrangement is proposed between a company and its creditors, or a class of them, or between the company and its shareholders, or a class of them, the Jersey court may on the application of the company or a creditor or member of it or, in the case of a company being wound up, of the liquidator, order a meeting of the creditors or class of creditors, or of the shareholders of the company or class of shareholders (as the case may be), to be called in a manner as the court directs.

If a majority in number representing 3/4ths in value of the creditors or class of creditors, or shareholders or class of shareholders (as the case may be), present and voting either in person or by proxy at the meeting agree to a compromise or arrangement, the compromise or arrangement, if sanctioned by the court, is binding on all creditors or the class of creditors or on the shareholders or class of shareholders, and also on the company or, in the case of a company in the course of being wound up, on the liquidator and contributories of the company.

No pre-emptive rights

Neither our Articles of Association nor the 1991 Law confers any pre-emptive rights on our shareholders.

No mandatory offer requirements

In some countries, the trading and securities legislation contains mandatory offer requirements when shareholders have reached certain share ownership thresholds. There are no mandatory offer requirements under Jersey legislation.

Non-Jersey Shareholders

There are no limitations imposed by Jersey law or by our Articles of Association on the rights of non-Jersey shareholders to hold or vote on our ordinary shares or securities convertible into our ordinary shares.

Rights of Minority Shareholders

Under Article 141 of the 1991 Law, a shareholder may apply to court for relief on the ground that our affairs are being conducted or have been conducted in a manner which is unfairly prejudicial to the interests of our shareholders generally or of some part of our shareholders (including at least the shareholder making the application) or that an actual or proposed act or omission by us (including an act or omission on our behalf) is or would be so prejudicial. What amounts to unfair prejudice is not defined in the 1991 Law. There may also be common law personal actions available to our shareholders.

Under Article 143 of the 1991 Law (which sets out the types of relief a court may grant in relation to an action brought under Article 141 of the 1991 Law), the court may make an order regulating our affairs, requiring us to refrain from doing or continuing to do an act complained of, authorizing civil proceedings and providing for the purchase of shares by us or by any of our other shareholders.

Jersey Law and our Memorandum and Articles of Association

The content of our Memorandum and Articles of Association reflect the requirements of the 1991 Law. Jersey company law draws very heavily from company law in England and there are various similarities between the 1991 Law and the English Companies Act 1985 (as amended). However, the 1991 Law is considerably more limited in content than the English Companies Act 1985 and there are some notable differences between English and Jersey company law. There are, for example, no provisions under Jersey law (as there are under English law):

- controlling possible conflicts of interests between us and our directors, such as loans by us or directors, and contracts between us and our directors other than a duty on directors to disclose an interest in any transaction to be entered into by us or any of our subsidiaries which to a material extent conflicts with our interest;
- specifically requiring particulars to be shown in our accounts of the amount of loans to officers or directors' emoluments and pensions, although these would probably be required to be shown in our accounts in conformity to the requirement that accounts must be prepared in accordance with generally accepted accounting principles;
- requiring us to file details of charges other than charges of Jersey realty; or
- as regards statutory preemption provisions in relation to further issues of shares.

Comparison of Jersey Law and Delaware Law

Set forth below is a comparison of certain shareholder rights and corporate governance matters under Delaware law and Jersey law:

| <u>Corporate Law Issue</u> | <u>Delaware Law</u> | <u>Jersey Law</u> |
|--|--|--|
| <i>Special Meetings of Shareholders</i> | Shareholders of a Delaware corporation generally do not have the right to call meetings of shareholders unless that right is granted in the certificate of incorporation or by-laws. However, if a corporation fails to hold its annual meeting within a period of 30 days after the date designated for the annual meeting, or if no date has been designated for a period of 13 months after its last annual meeting, the Delaware Court of Chancery may order a meeting to be held upon the application of a shareholder. | Under the 1991 Law, directors shall, notwithstanding anything in a Jersey company's articles of association, call a general meeting on a shareholders' requisition. A shareholders' requisition is a requisition of shareholders holding not less than one-tenth of the total voting rights of the shareholders of the company who have the right to vote at the meeting requisitioned. Failure to call an annual general meeting in accordance with the requirements of the 1991 Law is a criminal offense on the part of a Jersey company and its directors. The JFSC may, on the application of any officer, secretary or shareholder call, or direct the calling of, an annual general meeting. |

| <u>Corporate Law Issue</u> | <u>Delaware Law</u> | <u>Jersey Law</u> |
|--|--|--|
| <i>Interested Director Transactions</i> | Interested director transactions are not voidable if (i) the material facts as to the interested director's relationship or interests are disclosed or are known to the board of directors and the board in good faith authorizes the transaction by the affirmative vote of a majority of the disinterested directors, (ii) the material facts are disclosed or are known to the shareholders entitled to vote on such transaction and the transaction is specifically approved in good faith by vote of the majority of shares entitled to vote on the matter or (iii) the transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee or the shareholders. | A director of a Jersey company who has an interest in a transaction entered into or proposed to be entered into by the company or by a subsidiary which conflicts or may conflict with the interests of the company and of which the director is aware, must disclose the interest to the company. Failure to disclose an interest entitles the company or a member to apply to the court for an order setting aside the transaction concerned and directing that the director account to the company for any profit. A transaction is not voidable and a director is not accountable notwithstanding a failure to disclose if the transaction is confirmed by special resolution and the nature and extent of the director's interest in the transaction are disclosed in reasonable detail in the notice calling the meeting at which the resolution is passed. Without prejudice to its power to order that a director account for any profit, a court shall not set aside a transaction unless it is satisfied that the interests of third parties who have acted in good faith thereunder would not thereby be unfairly prejudiced and the transaction was not reasonable and fair in the interests of the company at the time it was entered into. |
| <i>Cumulative Voting</i> | Delaware law does not require that a Delaware corporation provide for cumulative voting. However, the certificate of incorporation of a Delaware corporation may provide that shareholders of any class or classes or of any series may vote cumulatively either at all elections or at elections under specified circumstances. | There are no provisions in the 1991 Law relating to cumulative voting. |
| <i>Approval of Corporate Matters by Written Consent</i> | Unless otherwise specified in a Delaware corporation's certificate of incorporation, action required or permitted to be taken by shareholders at an annual or special meeting may be taken by shareholders without a meeting, without notice and without a vote, if consents, in writing, setting forth the action, are signed by shareholders with not less than the minimum number of votes that would be necessary to authorize the action at a meeting. All consents must be dated. No consent is effective unless, within 60 days of the earliest dated consent delivered to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation. | Insofar as the memorandum or articles of a Jersey company do not make other provision in that behalf, anything which may be done at a meeting of the company (other than remove an auditor) or at a meeting of any class of its shareholders may be done by a resolution in writing signed by or on behalf of each shareholder who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting. A resolution shall be deemed to be passed when the instrument, or the last of several instruments, is last signed or on such later date as is specified in the resolution. |
| <i>Business Combinations</i> | With certain exceptions, a merger, consolidation or sale of all or substantially all the assets of a Delaware corporation must be approved by the board of directors and a majority of the outstanding shares entitled to vote thereon. | A sale or disposal of all or substantially all the assets of a Jersey company must be approved by the board of directors and, only if the Articles of Association of the company require, by the shareholders in general meeting. A merger between two or more Jersey companies must be documented in a merger agreement which must be approved by special resolution of each of the companies merging. |

| <u>Corporate Law Issue</u> | <u>Delaware Law</u> | <u>Jersey Law</u> |
|---|--|---|
| <i>Limitations on Directors Liability</i> | A Delaware corporation may include in its certificate of incorporation provisions limiting the personal liability of its directors to the corporation or its shareholders for monetary damages for many types of breach of fiduciary duty. However, these provisions may not limit liability for any breach of the duty of loyalty, acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, the authorization of unlawful dividends, shares repurchases or shares barring redemptions, or any transaction from which a director derived an improper personal benefit. Moreover, these provisions would not be likely to bar claims arising under US federal securities laws. | The 1991 Law does not contain any provisions permitting Jersey companies to limit the liability of directors for breach of fiduciary duty. Any provision, whether contained in the articles of association of, or in a contract with, a Jersey company or otherwise, whereby the company or any of its subsidiaries or any other person, for some benefit conferred or detriment suffered directly or indirectly by the company, agrees to exempt any person from, or indemnify any person against, any liability which by law would otherwise attach to the person by reason of the fact that the person is or was an officer of the company is void (subject to what is said below). |
| <i>Indemnification of Directors and Officers</i> | A Delaware corporation may indemnify a director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in defense of an action, suit or proceeding by reason of his or her position if (i) the director or officer acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, the director or officer had no reasonable cause to believe his or her conduct was unlawful. | The prohibition referred to above does not apply to a provision for exempting a person from or indemnifying the person against (a) any liabilities incurred in defending any proceedings (whether civil or criminal) (i) in which judgment is given in the person's favor or the person is acquitted, (ii) which are discontinued otherwise than for some benefit conferred by the person or on the person's behalf or some detriment suffered by the person, or (iii) which are settled on terms which include such benefit or detriment and, in the opinion of a majority of the directors of the company (excluding any director who conferred such benefit or on whose behalf such benefit was conferred or who suffered such detriment), the person was substantially successful on the merits in the person's resistance to the proceedings, (b) any liability incurred otherwise than to the company if the person acted in good faith with a view to the best interests of the company, (c) any liability incurred in connection with an application made to the court for relief from liability for negligence, default, breach of duty or breach of trust under Article 212 of the 1991 Law in which relief is granted to the person by the court or (d) any liability against which the company normally maintains insurance for persons other than directors. |
| <i>Appraisal Rights</i> | A shareholder of a Delaware corporation participating in certain major corporate transactions may, under certain circumstances, be entitled to appraisal rights pursuant to which the shareholder may receive cash in the amount of the fair value of the shares held by that shareholder (as determined by a court) in lieu of the consideration the shareholder would otherwise receive in the transaction. | The 1991 Law does not confer upon shareholders any appraisal rights. |

| <u>Corporate Law Issue</u> | <u>Delaware Law</u> | <u>Jersey Law</u> |
|---|---|--|
| <i>Shareholder Suits</i> | Class actions and derivative actions generally are available to the shareholders of a Delaware corporation for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court has discretion to permit the winning party to recover attorneys' fees incurred in connection with such action. | Under Article 141 of the 1991 Law, a shareholder may apply to court for relief on the ground that a company's affairs are being conducted or have been conducted in a manner which is unfairly prejudicial to the interests of its shareholders generally or of some part of its shareholders (including at least the shareholder making the application) or that an actual or proposed act or omission by the company (including an act or omission on its behalf) is or would be so prejudicial. There may also be common law personal actions available to shareholders. Under Article 143 of the 1991 Law (which sets out the types of relief a court may grant in relation to an action brought under Article 141 of the 1991 Law), the court may make an order regulating the affairs of a company, requiring a company to refrain from doing or continuing to do an act complained of, authorizing civil proceedings and providing for the purchase of shares by a company or by any of its other shareholders. |
| <i>Inspection of Books and Records</i> | All shareholders of a Delaware corporation have the right, upon written demand under oath stating the purpose thereof, to inspect or obtain copies of the corporation's shares ledger and its other books and records for any proper purpose. | The register of shareholders and books containing the minutes of general meetings or of meetings of any class of shareholders of a Jersey company must during business hours be open to the inspection of a shareholder of the company without charge. The register of directors and secretaries must during business hours (subject to such reasonable restrictions as the company may by its articles or in general meeting impose, but so that not less than two hours in each business day be allowed for inspection) be open to the inspection of a shareholder or director of the company without charge. |
| <i>Amendments to Charter</i> | Amendments to the certificate of incorporation of a Delaware corporation require the affirmative vote of the holders of a majority of the outstanding shares entitled to vote thereon or such greater vote as is provided for in the certificate of incorporation; a provision in the certificate of incorporation requiring the vote of a greater number or proportion of the directors or of the holders of any class of shares than is required by Delaware corporate law may not be amended, altered or repealed except by such greater vote. | The Memorandum and Articles of Association of a Jersey company may only be amended by special resolution (being a two-thirds majority) passed by shareholders in general meeting or by written resolution signed by all the shareholders entitled to vote. |

Governance Standards for Listed Companies

We are subject to the NYSE listing standards, although, because we are a foreign private issuer, those standards are considerably different from those applied to US companies. Under the NYSE rules, we need to only (i) establish an independent audit committee that has specified responsibilities; (ii) provide prompt certification by our chief executive officer of any material non-compliance with any corporate governance rules of the NYSE; (iii) provide periodic (annual and interim) written affirmations to the NYSE with respect to our corporate governance practices, and (iv) provide a brief description of significant differences between our corporate governance practices and those followed by US companies.

We are deemed to be a "controlled company" under the rules of the NYSE, and qualify for the "controlled company" exception to the board of directors and committee composition requirements under the rules of the NYSE. However, we do not intend to rely

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on this “controlled company” exception. The NYSE listing standards permit companies listing in conjunction with their initial public offering to meet the majority independent board requirement within one year of listing and to phase in their independent audit, compensation and nomination committees by requiring one independent member at the time of listing, a majority of independent members within 90 days of listing and fully independent committees within one year of listing. Mr. Eric Herr, Mr. Richard O. Bernays and Mr. Deepak Parekh are members of our board of directors and they serve on each of our audit committee, compensation committee and nominating and corporate governance committee. Each of Messrs. Herr, Bernays and Parekh satisfy the “independence” requirements of the NYSE listing standards and the “independence” requirements of Rule 10A-3 of the Exchange Act. Accordingly, each of our committees currently comprises a majority of independent members. We intend to have a majority independent board and fully independent committees within a year of the completion of our initial public offering in July 2006.

Transfer Agent and Registrar

The transfer agent and registrar for our ADSs will be Deutsche Bank Trust Company Americas.

C. Material Contracts

The following is a summary of each contract that is or was material to us during the last two years.

Share Purchase Agreement, dated April 20, 2007, by and among Marketics Technologies (India) Private Limited, WNS (Mauritius) Limited, Mr. Vinay Mishra, Mr. S. Ramakrishan, Mr. Shankar Maruwada and the other selling shareholders named therein.

On April 20, 2007, WNS (Mauritius) Limited, or WNS Mauritius, entered into a share purchase agreement, or the Share Purchase Agreement, with all the shareholders of Marketics Technologies (India) Private Limited, or Marketics, including among others, the founders of Marketics, Mr. Vinay Mishra, Mr. S. Ramakrishan and Mr. Shankar Maruwada, to purchase all the shares of Marketics. The consideration for the acquisition is an initial payment of \$30 million and a contingent earn-out consideration of up to \$35 million to be calculated based on the performance and results of operations of Marketics for its fiscal year ending March 31, 2008 payable in July 2008 and determined in accordance with the Share Purchase Agreement. 75.1% of the share capital of Marketics have been transferred to us and the remaining 24.9% of the share capital of Marketics are held in an escrow account and will be transferred to us upon payment of the contingent earn-out consideration. Pursuant to the Share Purchase Agreement, WNS Mauritius paid the initial \$30 million in May 2007, of which \$2.5 million is being held in escrow to be paid out to the selling shareholders along with the contingent earn-out consideration payable on or around July 15, 2008. The Share Purchase Agreement will terminate upon the transfer of 24.9% of the share capital on July 15, 2008 or otherwise by the mutual consent of all parties thereto.

Stock Purchase Agreement, dated November 8, 2005, by and among WNS (Holdings) Limited, Trinity Partners Incorporated, First Magnus Financial Corporation, First Magnus Consulting LLC, Mr. Vivek Shivpuri, Mr. Amit Gujral, Mr. Arvind Srivastava, Mr. Francesco Paolo and other minority shareholders of Trinity Partners Incorporated party thereto.

On November 8, 2005, we entered into a stock purchase agreement to purchase the entire share capital consisting of 8,992,555 preferred shares and 9,806,388 common shares of Trinity Partners Incorporated from First Magnus Financial Corporation, First Magnus Consulting LLC, Mr. Vivek Shivpuri, Mr. Amit Gujral, Mr. Arvind Srivastava, Mr. Francesco Paolo and other minority shareholders of Trinity Partners Incorporated party thereto for a total consideration comprising \$6,814,063 in cash and an issue of 2,266,022 of our ordinary shares valued at £3.50 per share. We completed the acquisition of Trinity Partners on November 16, 2005.

Lease Deed dated January 25, 2006 between DLF Cyber City and WNS Global Services (Private) Limited.

On January 25, 2006, WNS Global Services (Private) Limited, or WNS Global, entered into a lease agreement with DLF Cyber City for the leases of two office spaces in Gurgaon, India, with an aggregate built up area of 51,244 square feet at a monthly rental of Rs. 30 per square feet. The lease commenced on April 1, 2006 and is for a term of 54 months from the commencement date with an option to renew for a further term of 54 months. If WNS Global renews the lease, the rental payable will be at fair market value. In addition, WNS Global has agreed to pay for all levies, duties, taxes on property, charges, rates, cesses and fees imposed by the Central or State Government or any other regulatory authority of India. WNS Global also has agreed to be responsible for power, electricity and water charges. WNS Global is not entitled to terminate the lease within the first 36 months of each of the leases. Thereafter, WNS Global may terminate the leases by giving DLF Cyber City six months' prior notice in writing.

Lease Deed dated March 10, 2005 between DLF Cyber City and WNS Global Services (Private) Limited.

On March 10, 2005, WNS Global entered into a lease agreement with DLF Cyber City for the leases of two office spaces in Gurgaon, India, with an aggregate built up area of 90,995 square feet at a monthly rental of Rs. 30 per square feet. The leases commenced on May 1, 2005 and June 1, 2005, respectively, and are for a term of 54 months each from the respective commencement dates with an option to renew for a further term of 54 months. If WNS Global renews the lease, the rental payable will be at fair market value. In addition, WNS Global has agreed to pay for all levies, duties, taxes on property, charges, rates, cesses and fees imposed by the Central or State Government or any other regulatory authority of India. WNS Global also has agreed to be responsible for power, electricity and water charges. WNS Global is not entitled to terminate the lease within the first 36 months of each of the leases. Thereafter, WNS Global may terminate the leases by giving DLF Cyber City six months' prior notice in writing.

Leave and License Agreements dated November 10, 2005 between Godrej & Boyce Manufacturing Company Ltd. and WNS Global Services (Private) Limited with respect to Plant 10.

On November 10, 2005, WNS Global entered into three agreements with Godrej & Boyce Manufacturing Company Ltd., or GBMC, pursuant to which GBMC granted a license to WNS Global to occupy three office premises with an aggregate area of 84,429 square feet within the industrial building constructed by GBMC in Vikhroli, India, known as Plant 10. Each agreement is for a term of 33 months commencing on August 16, 2005 and ending on May 15, 2008. The monthly license fees payable under each of the three leases are Rs. 592,020, Rs. 48,670 and Rs. 203,600, respectively. GBMC has agreed to pay for all municipal taxes, cess, duties, impositions and levies imposed by the Municipal Corporation of Greater Mumbai. Any future increases of the municipal taxes and outgoings subsequent to the first assessment will be borne by WNS Global and GBMC equally. WNS Global has agreed to be responsible for power and water charges. The agreements may be terminated by the non-defaulting party by giving 30 days' prior written notice in the event of a breach of any term of the agreement unless the breach is remedied within the 30 day period or in the event of insolvency. WNS Global may terminate the agreement by giving 180 days' prior written notice.

Leave and License Agreement dated May 30, 2006 between Godrej & Boyce Manufacturing Company Ltd. and WNS Global Services (Private) Limited with respect to Plant 11.

On May 30, 2006, WNS Global entered into an agreement with GBMC pursuant to which GBMC granted a license to WNS Global to occupy office premises with an aggregate area of 69,611 square feet within the industrial building constructed by GBMC in Vikhroli, India, known as Plant 11, for a term of 33 months commencing on April 24, 2006 and renewable for a further term of 33 months at the option of WNS. The monthly license fee payable is Rs. 663,354. GBMC has agreed to pay for all existing taxes and outgoings in respect of the licensed premises including all municipal taxes, cess, duties, impositions and levies imposed by the Municipal Corporation of Greater Mumbai. Any future increases of such municipal taxes and outgoings subsequent to the first assessment will be borne by WNS Global and GBMC equally. WNS Global has agreed to be responsible for power, electricity and water charges and minor repair works. The agreement may be terminated by the non-defaulting party by giving 30 days' prior written notice in the event of a breach of any term of the agreement unless such breach is remedied within the 30 day period or in the event of insolvency.

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Leave and License Agreements dated December 29, 2006 between Sofotel Software Services Private Limited and WNS Global Services (Private) Ltd.

On December 29, 2006, WNS Global entered into four agreements with Sofotel Software Services Private Limited, or Sofotel, pursuant to which Sofotel granted a license to WNS Global to occupy office premises located in the Commercial Office Building with an aggregate area of 142,800 square feet for a term of 60 months commencing on January 1, 2007. The monthly license fees payable under each of the four agreements are Rs. 1,661,415, Rs. 1,635,469, Rs. 1,632,738 and Rs. 1,570,378, respectively, for

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the first 36 months. Thereafter, the license fees will increase by an amount not exceeding 15% by mutual agreement. The agreements may be terminated by the non-defaulting party by giving 90 days' prior written notice in the event of a breach of a material term of the agreement unless such breach is remedied within the 90 day period or in the event of insolvency. WNS Global may terminate each agreement by giving 12 months' prior written notice.

D. Exchange Controls

There are currently no Jersey or United Kingdom foreign exchange control restrictions on the payment of dividends on our ordinary shares or on the conduct of our operations. Jersey is in a monetary union with the United Kingdom. There are currently no limitations under Jersey law or our Articles of Association prohibiting persons who are not residents or nationals of United Kingdom from freely holding, voting or transferring our ordinary shares in the same manner as United Kingdom residents or nationals.

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Exchange Rates

Substantially all of our revenue is denominated in pound sterling or US dollars and most of our expenses, other than payments to repair centers, are incurred and paid in Indian rupees. We report our financial results in US dollars. The exchange rates among the Indian rupee, the pound sterling and the US dollar have changed substantially in recent years and may fluctuate substantially in the future. The results of our operations are affected as the Indian rupee and the pound sterling appreciate or depreciate against the US dollar and, as a result, any such appreciation or depreciation will likely affect the market price of our ADSs in the US.

The following table sets forth, for the periods indicated, information concerning the exchange rates between Indian rupees and US dollars based on the noon buying rate:

| | <u>Period End⁽¹⁾</u> | <u>Average⁽²⁾</u> | <u>High</u> | <u>Low</u> |
|---------------------|---------------------------------|------------------------------|-------------|------------|
| Fiscal Year: | | | | |
| 2003 | Rs.47.53 | Rs.48.36 | Rs.49.07 | Rs.47.53 |
| 2004 | 43.40 | 45.78 | 47.46 | 43.40 |
| 2005 | 43.62 | 44.87 | 46.45 | 43.27 |
| 2006 | 44.48 | 44.21 | 46.26 | 43.05 |
| 2007 | 43.10 | 45.06 | 46.83 | 42.78 |
| | <u>Period End⁽¹⁾</u> | <u>Average⁽³⁾</u> | <u>High</u> | <u>Low</u> |
| Month: | | | | |
| December 2006 | Rs.44.11 | Rs.44.48 | Rs.44.70 | Rs.44.11 |
| January 2007 | 44.07 | 44.21 | 44.49 | 44.07 |
| February 2007 | 44.08 | 44.02 | 44.21 | 43.87 |
| March 2007 | 43.10 | 43.79 | 44.43 | 42.78 |
| April 2007 | 41.04 | 42.02 | 43.05 | 40.56 |
| May 2007 | 40.36 | 40.57 | 41.04 | 40.14 |

Notes:

- (1) The noon buying rate at each period end and the average rate for each period may differ from the exchange rates used in the preparation of financial statements included elsewhere in this annual report.
- (2) Represents the average of the noon buying rate on the last day of each month during the period.
- (3) Represents the average of the noon buying rate for all days during the period.

The following table sets forth, for the periods indicated, information concerning the exchange rates between the pound sterling and US dollars based on the noon buying rate:

| | <u>Period End⁽¹⁾</u> | <u>Average⁽²⁾</u> | <u>High</u> | <u>Low</u> |
|---------------------|---------------------------------|------------------------------|-------------|------------|
| Fiscal Year: | | | | |
| 2003 | £0.63 | £0.64 | £0.70 | £0.61 |
| 2004 | 0.54 | 0.59 | 0.65 | 0.53 |
| 2005 | 0.53 | 0.54 | 0.57 | 0.51 |
| 2006 | 0.57 | 0.56 | 0.58 | 0.52 |
| 2007 | 0.51 | 0.52 | 0.58 | 0.50 |
| | <u>Period End⁽¹⁾</u> | <u>Average⁽³⁾</u> | <u>High</u> | <u>Low</u> |
| Month: | | | | |
| December 2006 | £0.51 | £0.51 | £0.51 | £0.51 |
| January 2007 | 0.51 | 0.51 | 0.52 | 0.50 |
| February 2007 | 0.51 | 0.51 | 0.51 | 0.51 |
| March 2007 | 0.51 | 0.51 | 0.52 | 0.51 |
| April 2007 | 0.50 | 0.50 | 0.51 | 0.50 |
| May 2007 | 0.51 | 0.50 | 0.51 | 0.50 |

Notes:

- (1) The noon buying rate at each period end and the average rate for each period may differ from the exchange rates used in the preparation of financial statements included elsewhere in this annual report.
- (2) Represents the average of the noon buying rate on the last day of each month during the period.
- (3) Represents the average of the noon buying rate for all days during the period.

E. Taxation

Jersey Tax Consequences

General

The following summary of the anticipated tax treatment in Jersey in relation to the payments on the ordinary shares is based on the taxation law and practice in force at the date of this annual report, and does not constitute legal or tax advice and prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change. We encourage you to consult your own professional advisors on the implications of subscribing for, buying, holding, selling, redeeming or disposing of ordinary shares (or ADSs) and the receipt of interest and distributions, whether or not on a winding-up, with respect to the ordinary shares (or ADSs) under the laws of the jurisdictions in which they may be taxed.

We are an “exempt company” within the meaning of Article 123A of the Income Tax (Jersey) Law, 1961, as amended, for the calendar year ending December 31, 2007. We will be required to pay an annual exempt company charge, which is currently £600, in respect of each subsequent calendar year during which we wish to continue to have “exempt company” status. The retention of “exempt company” status is conditional upon the Comptroller of Income Tax being satisfied that no Jersey resident has a beneficial interest in us, except as permitted by published concessions granted by the Comptroller from time to time. The Comptroller of Income Tax has indicated that where more than ten persons are beneficially interested in an exempt company, a holding by Jersey residents of less than 10% of the share capital shall not be treated as a beneficial interest. The Comptroller of Income Tax has confirmed to us that no holding of ADSs held by Jersey residents will be treated as a beneficial interest in shares which would cause us to lose our “exempt company” status.

As an “exempt company,” we will not be liable for Jersey income tax other than on Jersey source income, except by concession bank deposit interest on Jersey bank accounts. For so long as we are an “exempt company,” payments in respect of the shares will not be subject to any taxation in Jersey, unless the shareholder is resident in Jersey, and no withholding in respect of taxation will be required on those payments to any holder of shares.

On June 3, 2003, the European Union, or the EU, Council of Economic and Finance Ministers reached political agreement on the adoption of a Code of Conduct on Business Taxation. Jersey is not a member of the EU; however, the Policy & Resources Committee of the States of Jersey has announced that, in keeping with Jersey’s policy of constructive international engagement, it intends to propose legislation to replace the Jersey exempt company regime by January 1, 2008 with a general zero rate of corporate tax.

Currently, there is no double tax treaty or similar convention between the US and Jersey.

As part of an agreement reached in connection with the EU Savings Tax Directive income in the form of interest payments, and in line with steps taken by other relevant third countries, introduced with effect from July 1, 2005 a retention tax system in respect of payments of interest, or other similar income, made to an individual beneficial owner resident in an EU Member State by a paying agent established in Jersey (the terms “beneficial owner” and “paying agent” are defined in the EU Savings Tax Directive). The retention tax system applies for a transitional period prior to the implementation of a system of automatic communication to EU Member States of information regarding such payments. The transitional period will only end after all EU Member States apply automatic exchange of information and EU Member States unanimously agree that the US has committed to exchange of information upon request. During this transitional period, such an individual beneficial owner resident in an EU Member State is entitled to request a paying agent not to retain tax from such payments but instead to apply a system by which the details of such payments are communicated to the tax authorities of the EU Member State in which the beneficial owner is resident.

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The retention tax system and disclosure arrangements are implemented by means of bilateral agreements with each of the EU Member States, the Taxation (Agreements with European Union Member States) (Jersey) Regulations 2005 and Guidance Notes issued by the Policy & Resources Committee of the States of Jersey. Based on these provisions and the current practice of the Jersey tax authorities, dividend distributions to shareholders and income realized by shareholders in a Jersey company upon the sale, refund or redemption of shares do not constitute interest payments for the purposes of the retention tax system and therefore neither a Jersey company nor any paying agent appointed by it in Jersey is obliged to levy retention tax in Jersey under these provisions in respect thereof. However, the retention tax system could apply in the event that an individual resident in an EU Member State, otherwise receives an interest payment in respect of a debt claim (if any) owed by a company to the individual.

Taxation of Dividends

Under existing Jersey law, provided that the ordinary shares and ADSs are not held by, or for the account of, persons resident in Jersey for income tax purposes, payments in respect of the ordinary shares and ADSs, whether by dividend or other distribution, will not be subject to any taxation in Jersey and no withholding in respect of taxation will be required on those payments to any holder of our ordinary shares or ADSs.

Shareholders who are resident in Jersey for Jersey income tax purposes suffer deduction of tax on payment of dividends by us at the standard rate of Jersey income tax for the time being in force.

Taxation of Capital Gains and Estate and Gift Tax

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue or transfer of ordinary shares or ADSs. In the event of the death of an individual sole shareholder, duty at rates of up to 0.75% of the value of the ordinary shares or ADSs held may be payable on the registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with ordinary shares or ADSs held by the deceased individual sole shareholder.

US Federal Income Taxation

The following discussion describes certain material US federal income tax consequences to US Holders (defined below) under present law of an investment in the ADSs or ordinary shares. This summary applies only to US Holders that hold the ADSs or ordinary shares as capital assets and that have the US dollar as their functional currency. This discussion is based on the tax laws of the US as in effect on the date of this annual report and on US Treasury regulations in effect or, in some cases, proposed, as of the date of this annual report, as well as judicial and administrative interpretations thereof available on or before such date. All of the foregoing authorities are subject to change, which change could apply retroactively and could affect the tax consequences described below.

The following discussion does not address the tax consequences to any particular investor or to persons in special tax situations, such as:

- banks;
- certain financial institutions;
- insurance companies;
- broker dealers;
- traders that elect to mark-to-market;
- tax-exempt entities;
- persons liable for alternative minimum tax;
- real estate investment trusts;
- regulated investment companies;
- US expatriates;
- persons holding ADSs or ordinary shares as part of a straddle, hedging, conversion or integrated transaction;
- persons that actually or constructively own 10% or more of our voting stock; or
- persons holding ADSs or ordinary shares through partnerships or other pass-through entities.

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In particular, it is noted that we are a controlled foreign corporation, or CFC, for US federal income tax purposes, and therefore, if you are a US shareholder owning 10% or more of our voting stock directly, indirectly and/or under the applicable attribution rules, the US federal income tax consequences to you of owning our ADSs or ordinary shares may be significantly different than those described below in several respects. If you own 10% or more of our voting stock directly, indirectly and/or under the applicable attribution rules, you should consult your own tax advisors regarding the US federal income tax consequences of your investment in our ADSs or ordinary shares.

US HOLDERS OF OUR ADSs OR ORDINARY SHARES ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE APPLICATION OF THE US FEDERAL TAX RULES TO THEIR PARTICULAR CIRCUMSTANCES AS WELL AS THE STATE AND LOCAL AND NON-US TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR ADSs OR ORDINARY SHARES.

The discussion below of the US federal income tax consequences to “US Holders” will apply to you if you are a beneficial owner of ADSs or ordinary shares and you are, for US federal income tax purposes:

- a citizen or resident of the US;
- a corporation (or other entity taxable as a corporation) organized under the laws of the United States, any State thereof or the District of Columbia;
- an estate whose income is subject to US federal income taxation regardless of its source; or
- a trust that (1) is subject to the primary supervision of a court within the United States and the control of one or more US persons for all substantial decisions of the trust or (2) has a valid election in effect under applicable US Treasury regulations to be treated as a US person.

If you are a partner in a partnership or other entity taxable as a partnership that holds ADSs or ordinary shares, your tax treatment will depend on your status and the activities of the partnership.

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement will be complied with in accordance with their terms. If you hold ADSs, you should be treated as the holder of the underlying ordinary shares represented by those ADSs for US federal income tax purposes.

Distributions

Subject to the passive foreign investment company rules discussed below, the gross amount of distributions made by us with respect to the ADSs or ordinary shares (including the amount of any taxes withheld therefrom) will be includable in your gross income in the year received (or deemed received) as dividend income to the extent that such distributions are paid out of our current or accumulated earnings and profits as determined under US federal income tax principles. We do not intend to calculate our earnings and profits under US federal income tax principles, therefore, a US Holder should expect that a distribution will be treated as a dividend. No dividends received deduction will be allowed for US federal income tax purposes with respect to dividends paid by us.

With respect to non-corporate US Holders, including individual US Holders, for taxable years beginning before January 1, 2011, under current law dividends may be “qualified dividend income” that is taxed at the lower applicable capital gains rate provided that (1) we are not a passive foreign investment company (as discussed below) for either our taxable year in which the dividend is paid or the preceding taxable year, (2) certain holding period requirements are met and (3) the ADSs or ordinary shares, as applicable, are readily tradable on an established securities market in the US. Under Internal Revenue Service, or IRS, authority, common shares, or ADSs representing such shares, are considered to be readily tradable on an established securities market in the US if they are listed on the NYSE, as our ADSs are. You should consult your own tax advisors regarding the availability of the lower rate for dividends paid with respect to ADSs or ordinary shares, including the effects of any change in law after the date of this annual report.

The amount of any distribution paid in pound sterling will be equal to the US dollar value of such pound sterling on the date such distribution is received by the depository, in the case of ADSs, or by you, in the case of ordinary shares, regardless of whether the payment is in fact converted into US dollars at that time. Gain or loss, if any, realized on the sale or other disposition of such pound sterling will be US source ordinary income or loss, subject to certain exceptions and limitations. The amount of any distribution of property other than cash will be the fair market value of such property on the date of distribution.

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Subject to certain exceptions, for foreign tax credit purposes, dividends distributed by us with respect to ADSs or ordinary shares generally will constitute foreign source income. You are urged to consult your tax advisors regarding the foreign tax credit limitation and source of income rules with respect to distributions on the ADSs or ordinary shares.

Sale or Other Disposition of ADSs or Ordinary Shares

Subject to the passive foreign investment company rules discussed below, upon a sale or other taxable disposition of ADSs or ordinary shares, you generally will recognize a capital gain or loss for US federal income tax purposes in an amount equal to the difference between the US dollar value of the amount realized and your tax basis in such ADSs or ordinary shares. If the consideration you receive for the ADSs or ordinary shares is not paid in US dollars, the amount realized will be the US dollar value of the payment received. Your initial tax basis in your ADSs or ordinary shares will equal the US dollar value of the cost of such ADSs or ordinary shares, as applicable.

Subject to certain exceptions and limitations, capital gain or loss on a sale or other taxable disposition of ADSs or ordinary shares generally will be US source gain or loss and treated as long-term capital gain or loss, if your holding period in the ADSs or ordinary shares exceeds one year. Subject to the passive foreign investment company rules discussed below and other limitations, if you are a non-corporate US Holder, including an individual US Holder, any long-term capital gain will be subject to US federal income tax at preferential rates. The deductibility of capital losses is subject to significant limitations.

Passive Foreign Investment Company

A non-US corporation is considered a passive foreign investment company, or PFIC, for any taxable year if either:

- at least 75% of its gross income is passive income, or
- at least 50% of its assets (determined on the basis of a quarterly average) is attributable to assets that produce or are held for the production of passive income.

We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, 25% or more (by value) of the stock.

Based on our current and anticipated operations and composition of our assets, we do not expect to be a PFIC in our current taxable year or future taxable years, although we can make no assurances in this regard. However, the application of the PFIC asset test in respect of our taxable year ended March 31, 2007 is uncertain because we were a CFC and the application of the PFIC asset test to a CFC in respect of its taxable year in which it becomes publicly traded after its first quarter is not clear.

If a CFC is a “publicly traded corporation” for the taxable year, the asset test is applied based on the value of its assets. Otherwise, the asset test is applied based on the adjusted bases of its assets as determined for the purposes of computing earnings and profits under US tax principles. In both cases, the determination is made on the basis of a quarterly average. It is not clear, however, how the asset test should be applied to a CFC in respect of its taxable year in which it becomes a publicly traded corporation after the first quarter. We were a CFC for our taxable year ended on March 31, 2007, and we completed our initial public offering of our ADSs on the NYSE on July 31, 2006. As a result, it is not clear how the asset test applies to us in respect of our taxable year ended March 31, 2007. If the asset test must be applied entirely based on the adjusted bases of our assets during our taxable year ended March 31, 2007 (the least favorable interpretation of the asset test), there is risk that we may be treated as a PFIC in respect of our taxable year ended March 31, 2007. However, if a more favorable interpretation of the asset test can be applied (for example, if the value of our assets can be used for this purpose for at least the quarters during which our ADSs were traded on the NYSE), we believe that we were not a PFIC in respect of our taxable year ended March 31, 2007.

It may be reasonable for US Holders to adopt a more favorable interpretation of the asset test for purposes of determining and reporting the US federal income tax consequences of their investment in the ADSs or ordinary shares, although US Holders should consult their own tax advisers regarding the reasonableness of this position. US Holders also should note that the IRS could seek to apply the least favorable interpretation of the asset test.

If we are a PFIC for any taxable year during which you hold ADSs or ordinary shares, you will be subject to special tax rules with respect to any “excess distribution” that you receive and any gain you recognize from a sale or other disposition (including a pledge) of the ADSs or ordinary shares, unless you make a “mark-to-market” or qualified electing fund (“QEF”) election (if available) as discussed below. Distributions you receive in a taxable year that are greater than 125% of the average annual

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distributions you received during the shorter of the three preceding taxable years or your holding period for the ADSs or ordinary shares will be treated as an excess distribution.

Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the ADSs or ordinary shares,
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we became a PFIC, will be treated as ordinary income, and
- the amount allocated to each other year will be subject to tax at the highest tax rate in effect for that year and the interest charge normally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

The tax liability for amounts allocated to years prior to the year of disposition or “excess distribution” cannot be offset by any net operating losses for such years, and gains (but not losses) realized on the sale of the ADSs or ordinary shares cannot be treated as capital, even if you hold the ADSs or ordinary shares as capital assets.

In addition, if we are a PFIC, to the extent any of our subsidiaries are also PFICs, you may be deemed to own shares in such subsidiaries that are directly or indirectly owned by us in that proportion which the value of the shares you own so bears to the value of all of our shares, and may be subject to the adverse tax consequences described above with respect to the shares of such subsidiaries that you would be deemed to own.

If we are a PFIC, you may avoid taxation under the rules described above by making a QEF election to include your share of our income on a current basis in any taxable year that we are a PFIC, provided that we agree to furnish you annually with certain tax information. However, we do not presently intend to prepare or provide such information.

Alternatively, if the ADSs are “marketable stock” (as defined below), you can avoid taxation under the unfavorable PFIC rules described above in respect of the ADSs by making a mark-to-market election in respect of the ADSs by the due date (determined with regard to extensions) for your tax return in respect of your first taxable year during which we are treated as a PFIC. If you make a mark-to-market election for the ADSs or ordinary shares, you will include in income in each of your taxable years during which we are a PFIC an amount equal to the excess, if any, of the fair market value of the ADSs or ordinary shares as of the close of your taxable year over your adjusted basis in such ADSs or ordinary shares. You are allowed a deduction for the excess, if any, of the adjusted basis of the ADSs or ordinary shares over their fair market value as of the close of the taxable year. However, deductions are allowable only to the extent of any net mark-to-market gains on the ADSs or ordinary shares included in your income for prior taxable years. Amounts included in your income under a mark-to-market election, as well as gain on the actual sale or other disposition of the ADSs or ordinary shares, are treated as ordinary income. Ordinary loss treatment also applies to the deductible portion of any mark-to-market loss on the ADSs or ordinary shares, as well as to any loss realized on the actual sale or disposition of the ADSs or ordinary shares, to the extent that the amount of such loss does not exceed the net mark-to-market gains previously included for such ADSs or ordinary shares. Your basis in the ADSs or ordinary shares will be adjusted to reflect any such income or loss amounts. Further, distributions would be taxed as described above under “— Distributions,” except that the preferential dividend rates with respect to “qualified dividend income” would not apply. You will not be required to recognize mark-to-market gain or loss in respect of your taxable years during which we were not at any time a PFIC.

The mark-to-market election is available only for “marketable stock,” which is stock that is traded in other than *de minimis* quantities on at least 15 days during each calendar quarter on a qualified exchange, including the NYSE, or other market, as defined in the applicable US Treasury regulations. Our ADSs are listed on the NYSE and consequently, if you hold ADSs the mark-to-market election would be available to you, provided that the ADSs are traded in sufficient quantities. US Holders of ADSs or ordinary shares should consult their own tax advisors as to whether the ADSs or ordinary shares would qualify for the mark-to-market election.

You also generally can make a “deemed sale” election in respect of any time we cease being a PFIC, in which case you will be deemed to have sold, at fair market value, your ADSs or ordinary shares (and shares of our PFIC subsidiaries, if any, that you are deemed to own) on the last day of our taxable year immediately prior to our taxable year in respect of which we are not a PFIC. If you make this deemed sale election, you generally would be subject to the unfavorable PFIC rules described above in respect of any gain realized on such deemed sale, but as long as we are not a PFIC for future years, you would not be subject to the PFIC rules for those future years.

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If you hold ADSs or ordinary shares in any year in which we are a PFIC, you would be required to file IRS Form 8621 regarding distributions received on the ADSs or ordinary shares and any gain realized on the disposition of the ADSs or ordinary shares. You should consult your own tax advisors regarding the potential application of the PFIC rules to your ownership of ADSs or ordinary shares and the elections discussed above.

US Information Reporting and Backup Withholding

Dividend payments with respect to ADSs or ordinary shares and proceeds from the sale, exchange or redemption of ADSs or ordinary shares may be subject to information reporting to the IRS and possible US backup withholding at a current rate of 28%. Backup withholding will not apply, however, to a US Holder who furnishes a correct taxpayer identification number and makes any other required certification or who is otherwise exempt from backup withholding and establishes such exempt status. US Holders should consult their tax advisors regarding the application of the US information reporting and backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your US federal income tax liability, and you may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the IRS and furnishing any required information.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

Publicly filed documents concerning our company which are referred to in this annual report may be inspected and copied at the public reference facilities maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. Copies of these materials can also be obtained from the Public Reference Room at the Commission's principal office, 100 F Street, N.E., Washington D.C. 20549, after payment of fees at prescribed rates.

The Commission maintains a website at www.sec.gov that contains reports, proxy and information statements and other information regarding registrants that make electronic filings through its Electronic Data Gathering, Analysis, and Retrieval, or EDGAR, system. We have made all our filings with the Commission using the EDGAR system.

I. Subsidiary Information

For more information on our subsidiaries, please see "Item 4. Information on the Company — C. Organizational Structure."

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

A. General

Market risk is attributable to all market sensitive financial instruments including foreign currency receivables and payables. The value of a financial instrument may change as a result of changes in the interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market risk sensitive instruments.

Our exposure to market risk is primarily a function of our revenue generating activities and any future borrowings in foreign currency. The objective of market risk management is to avoid excessive exposure of our earnings to loss. Most of our exposure to market risk arises from our revenue and expenses that are denominated in different currencies.

The following risk management discussion and the estimated amounts generated from analytical techniques are forward-looking statements of market risk assuming certain market conditions occur. Our actual results in the future may differ materially from these projected results due to actual developments in the global financial markets.

B. Risk Management Procedures

We manage market risk through our treasury operations. Our senior management and our board of directors approve our treasury operations' objectives and policies. The activities of our treasury operations include management of cash resources, implementation of hedging strategies for foreign currency exposures, borrowing strategies and ensuring compliance with market risk limits and policies.

Components of Market Risk

Exchange Rate Risk

Our exposure to market risk arises principally from exchange rate risk. Although substantially all of our revenue less repair payments is denominated in pound sterling, US dollars and Euros, approximately 86% of our expenses (net of payments to repair centers made as part of our WNS Auto Claims BPO segment) in fiscal 2007 were incurred and paid in Indian rupees. The exchange rates among the Indian rupee, the pound sterling and the US dollar have changed substantially in recent years and may fluctuate substantially in the future. We hedge a portion of our foreign currency exposures. See "Item 5. Operating and Financial Review Prospects — Foreign Exchange — Exchange Rates."

Our exchange rate risk primarily arises from our foreign currency-denominated receivables and payables. Based upon our level of operations during fiscal 2007, a sensitivity analysis shows that a 5.0% appreciation in the pound sterling against the US dollar would have increased revenue less repair payments in fiscal 2007 by approximately \$6 million. Conversely, a 5.0% depreciation in the pound sterling against the US dollar would have decreased revenue less repair payments in fiscal 2007 by approximately \$6 million. Similarly, a 5.0% depreciation in the Indian rupee against the US dollar would have decreased our expenses incurred and paid in Indian rupee in fiscal 2007 by approximately \$8.3 million. Conversely, a 5.0% appreciation in the Indian rupee against the US dollar would have increased our expenses incurred and paid in Indian rupees during the fiscal 2007 by approximately \$8.3 million.

Interest Rate Risk

We do not carry any interest rate risk on our current short-term borrowing as the rate is contractually fixed for the entire term of such borrowing.

Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist principally of cash equivalents, accounts receivable from related parties, accounts receivables from others and bank deposits. By their nature, all such financial instruments involve risk including the credit risk of non-performance by counter parties. Our cash equivalents, bank deposits and restricted cash are invested with banks with high investment grade credit ratings. Accounts receivable are typically unsecured and are derived from revenue earned from clients primarily based in Europe and North America. We monitor the credit worthiness of our clients to which we have granted credit terms in the normal course of the business. We believe there is no significant risk of loss in the event of non-performance of the counter parties to these financial instruments, other than the amounts already provided for in our financial statements.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDENDS ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

On July 31, 2006, we completed our initial public offering of our ADSs on the NYSE. We sold an aggregate of 4,473,684 ADSs representing 4,473,684 ordinary shares and the selling shareholders sold an aggregate of 8,290,024 ADSs, representing 8,290,024 ordinary shares. The price per ADS was \$20.00. The managing underwriters of our initial public offering were Morgan Stanley & Co. International Limited, Deutsche Bank Securities Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

The registration statement on Form F-1 (File No. 333-135590) filed by us in connection with our initial public offering was declared effective on July 25, 2006. An aggregate of 12,763,708 ordinary shares, each represented by ADSs, were registered and sold pursuant to the registration statement. The aggregate price of the offering amount registered and sold was \$255.3 million.

The amount of expenses incurred by us in connection with the issuance and distribution of the registered securities totaled \$10.8 million, consisting of \$5.8 million for underwriting discounts and commissions, and approximately \$5 million for other expenses. The amount of expenses incurred by the selling shareholders, which were underwriting discounts and commissions, in connection with the offering totaled \$10.8 million. None of the payments were direct or indirect payments to our directors, officers, general partners of our associates, persons owning 10% or more of any class of our shares, or any of our affiliates.

The net proceeds from the offering to us, after deduction of fees and expenses, amounted to \$78.7 million. As of the date hereof, we have used approximately \$30.0 million towards the acquisition of Marketics, deposited approximately \$37.0 million in term deposits and deposited the balance in demand deposits.

ITEM 15. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

As required by Rules 13a-15 and 15d-15 under the Exchange Act, management has evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Disclosure controls and procedures refer to controls and other procedures designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the Commission. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in our reports that we file or submit under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding our required disclosure.

Based on the foregoing, our Chief Executive Officer and Chief Financial Officer have concluded that, as of March 31, 2007, the end of the period covered by this report, our disclosure controls and procedures were effective.

Internal Control over Financial Reporting

In May 2006, as part of our fiscal 2006 audit process, our independent auditors notified our audit committee of certain significant deficiencies in our internal controls. The significant deficiencies noted by our independent auditors related to our lack of sufficient senior personnel with US GAAP knowledge, the manual nature and the inadequate review procedures of our financial statement closing process, and the lack of a formal approval process of related party transactions with companies in which members of our management have a controlling ownership interest.

Management has implemented the following changes to remediate the significant deficiencies described above and enhance our internal control over financial reporting:

- Improved our corporate accounting and financial reporting function by hiring additional finance and accounting personnel with financial reporting expertise, including senior level finance personnel with US GAAP experience;
- Commenced a training program designed to ensure that finance and accounting personnel receive timely training on US GAAP and current developments on US GAAP accounting issues;

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- Engaged the services of an internationally recognized external consulting firm to assist us on an on-going basis to analyze and understand the US GAAP accounting impact of material current and proposed new transactions;
- Established formal review and sign-off procedures relating to our financial statement close process and regular discussions with our independent auditors on accounting issues relating to non-routine transactions;
- Designed, tested and in the process of implementing the global consolidation function within our existing financial accounting system which will automate the consolidation process relating to our financial statement close procedures and facilitate the generation of financial reports; and
- Established formal procedures for the approval of related party transactions.

Pursuant to temporary relief granted by the Commission to all newly public companies, this annual report on Form 20-F does not include either management's assessment on the company's internal control over financial reporting or a report from our registered public accounting firm attesting to management's report on the company's internal control over financial reporting. We will be required to include management's assessment on our internal control over financial reporting and the auditor's attestation report in our annual report on Form 20-F for our fiscal year ending March 31, 2008.

Changes in Internal Control over Financial Reporting

Except for the remedial measures described above, there have not been any changes in internal control over financial reporting that occurred during our last fiscal year that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our audit committee members are Messrs. Eric Herr (Chairman), Deepak Parekh, Richard O. Bernays and Guy Sochovsky. Each of Messrs. Herr, Parekh and Bernays is an independent director pursuant to the applicable rules of the Commission and the NYSE. Sir Anthony Armitage Greener, who satisfies the "independence" requirements of the NYSE rules and Rule 10A-3 of the Exchange Act, will be appointed as a member of our audit committee in place of Mr. Sochovsky upon his resignation as our director in July 2007. See "Item 6. Directors, Senior Management and Employees — C. Board Practices" for the experience and qualifications of the members of the audit committee. Our Board of Directors has determined that Mr. Herr qualifies as an "audit committee financial expert" as defined in Item 16A of Form 20-F.

ITEM 16B. CODE OF ETHICS

We have adopted a written Code of Business Conduct and Ethics that is applicable to all of our directors, senior management and employees. We have posted the code on our website at www.wnsgs.com. **Information contained in our website does not constitute a part of this annual report.** We will also make available a copy of the Code of Business Conduct and Ethics to any person, without charge, if a written request is made to our General Counsel at our principal executive offices at Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W), Mumbai 400 079, India.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Ernst & Young has served as our independent registered public accounting firm since fiscal 2003. The following table shows the fees we paid or accrued for the audit and other services provided by Ernst & Young for fiscal 2007 and 2006.

| | 2007 | Fiscal (in thousands) | 2006 |
|--------------------|-----------|--------------------------|------------|
| Audit fees | \$400,000 | | \$ 620,000 |
| Audit-related fees | 250,000 | | 80,000 |
| Tax fees | 327,414 | | 92,000 |
| All other fees | 224,900 | | 1,950,000 |

Audit fees. This category consists of fees billed for the audit of financial statements, quarterly review of financial statements and other audit services, which are normally provided by the independent auditors in connection with statutory and accounting

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matters that arose during, or as a result of, the audit or the review of interim financial statements and include the group audit; statutory audits required by non-US jurisdictions; comfort letters and consents; attest services; and assistance with and review of documents filed with the Commission.

Audit-related fees. This category consists of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements or that are traditionally performed by the external auditor, and include internal control reviews of new systems, program and projects; review of security controls and operational effectiveness of systems.

Tax fees. This category includes fees billed for tax compliance services, including the preparation of original and amended tax returns and claims for refund; tax consultations, such as assistance and representation in connection with tax audits and appeals, tax advice related to mergers and acquisitions, transfer pricing, and requests for rulings or technical advice from taxing authorities and tax planning services.

All other fees. This category includes fees billed for due diligence related to acquisitions, accounting assistance, audits in connection with proposed or completed acquisitions and employee benefit plans audits. In addition, fees incurred under this category in fiscal 2006 included fees incurred in connection with our initial public offering.

Audit Committee Pre-approval Process

Our audit committee reviews and pre-approves the scope and the cost of all audit and permissible non-audit services performed by the independent auditors, other than those for *de minimus* services which are approved by the audit committee prior to the completion of the audit. All of the services provided by Ernst & Young during the last fiscal year have been approved by the audit committee.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Neither we, nor any affiliated purchaser, made any purchase of our equity securities in fiscal 2007.

PART III

ITEM 17. FINANCIAL STATEMENTS

See Item 18 for a list of our consolidated financial statements included elsewhere in this annual report.

ITEM 18. FINANCIAL STATEMENTS

The following statements are filed as part of this annual report, together with the report of the independent registered public accounting firm:

Consolidated Financial Statements

| | |
|---|-----|
| Report of Independent Registered Public Accounting Firm | F-2 |
| Consolidated Balance Sheets as at March 31, 2007 and 2006 | F-3 |
| Consolidated Statements of Operations for the years ended March 31, 2007, 2006 and 2005 | F-4 |
| Consolidated Statements of Shareholders' Equity for the years ended March 31, 2007, 2006 and 2005 | F-5 |
| Consolidated Statements of Cash Flows for the years ended March 31, 2007, 2006 and 2005 | F-6 |
| Notes to Consolidated Financial Statements | F-7 |

ITEM 19. EXHIBITS

The following exhibits are filed as part of this annual report:

- 1.1 Memorandum of Association of WNS (Holdings) Limited, as amended — incorporated by reference to Exhibit 3.1 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.
- 1.2 Articles of Association of WNS (Holdings) Limited, as amended — incorporated by reference to Exhibit 3.2 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.
- 2.1 Form of Deposit Agreement dated as of July 18, 2006 among WNS (Holdings) Limited, Deutsche Bank Trust Company Americas, as Depositary, and the holders and beneficial owners of American Depositary Shares evidenced by American Depositary Receipts, or ADR, issued thereunder (including the Form of ADR) — incorporated by reference to Exhibit 4.1 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 13, 2006.
- 2.2 Specimen Ordinary Share Certificate of WNS (Holdings) Limited — incorporated by reference to Exhibit 4.4 to the Registration Statement on Form 8-A (File No. 001-32945) of WNS (Holdings) Limited, as filed with the Commission on July 14, 2006.
- 4.1* Share Purchase Agreement dated April 20, 2007 among, WNS (Mauritius) Limited, Marketics Technologies (India) Private Limited and the selling shareholders named therein.
- 4.2* Lease Deed dated January 25, 2006 between DLF Cyber City and WNS Global Services (Private) Ltd.
- 4.3 Lease Deed dated March 10, 2005 between M/s DLF Cyber City and WNS Global Services (Private) Ltd. — incorporated by reference to Exhibit 10.2 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.
- 4.4 Leave and License Agreement dated November 10, 2005 between Godrej & Boyce Manufacturing Company Ltd. and WNS Global Services (Private) Ltd. with respect to the lease of office premises with an aggregate area of 59,202 square feet at Plant 10 — incorporated by reference to Exhibit 10.5 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.
- 4.5* Leave and License Agreement dated November 10, 2005 between Godrej & Boyce Manufacturing Company Ltd. and WNS Global Services (Private) Ltd. with respect to the lease of office premises with an area of 4,867 square feet at Plant 10.
- 4.6* Leave and License Agreement dated November 10, 2005 between Godrej & Boyce Manufacturing Company Ltd. and WNS Global Services (Private) Ltd. with respect to the lease of office premises with an aggregate area of 20,360 square feet at Plant 10.
- 4.7 Leave and License Agreement dated May 30, 2006 between Godrej & Boyce Manufacturing Company Ltd. and WNS Global Services (Private) Ltd. with respect to Plant 11 — incorporated by reference to Exhibit 10.12 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.

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- 4.8* Leave and License Agreement dated December 29, 2006 between Sofotel Software Services Private Limited and WNS Global Services (Private) Limited with respect to the lease of office premises with an aggregate area of 36,500 square feet in the Commercial Office Building.
- 4.9* Leave and License Agreement dated December 29, 2006 between Sofotel Software Services Private Limited and WNS Global Services (Private) Ltd with respect to the lease of office premises with an aggregate area of 35,930 square feet in the Commercial Office Building.
- 4.10* Leave and License Agreement dated December 29, 2006 between Sofotel Software Services Private Limited and WNS Global Services (Private) Ltd with respect to the lease of office premises with an aggregate area of 35,870 square feet in the Commercial Office Building.
- 4.11* Leave and License Agreement dated December 29, 2006 between Sofotel Software Services Private Limited and WNS Global Services (Private) Ltd with respect to the lease of office premises with an aggregate area of 34,500 square feet in the Commercial Office Building.
- 4.12 WNS (Holdings) Limited 2002 Stock Incentive Plan — incorporated by reference to Exhibit 10.10 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.
- 4.13 Form of WNS (Holdings) Limited 2006 Incentive Award Plan — incorporated by reference to Exhibit 10.11 to the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.
- 8.1* List of subsidiaries of WNS (Holdings) Limited.
- 12.1 * Certification by the Chief Executive Officer to 17 CFR 240, 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 12.2 * Certification by the Chief Financial Officer to 17 CFR 240, 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

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- 13.1 * Certification by the Chief Executive Officer to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 13.2 * Certification by the Chief Financial Officer to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 15.1 * Consent of Ernst & Young independent registered public accounting firm.

* Filed herewith.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Date: June 26, 2007

WNS (HOLDINGS) LIMITED

By: /s/ Neeraj Bhargava
Name: Neeraj Bhargava
Title: Chief Executive Officer

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of
WNS (Holdings) Limited

We have audited the accompanying consolidated balance sheets of WNS (Holdings) Limited as of March 31, 2007 and 2006, and the related consolidated statements of operations, shareholders' equity, and cash flows for each of the three years in the period ended March 31, 2007. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of WNS (Holdings) Limited at March 31, 2007 and 2006, and the consolidated results of its operations and its cash flows for each of the three years in the period ended March 31, 2007, in conformity with U.S. generally accepted accounting principles.

As discussed in Note 2 to the consolidated financial statements, the Company adopted the provisions of Statement of Financial Accounting Standards ("SFAS") No. 123(R) (revised 2004), *Share-Based Payment*, effective April 1, 2006 and, SFAS No. 158, *Employer's Accounting for Defined Benefit Pension and Other Postretirement Plans*, effective March 31, 2007.

ERNST & YOUNG

Mumbai, India

June 4, 2007

WNS (HOLDINGS) LIMITED
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share data)

| | March 31, | |
|---|-------------------|-------------------|
| | 2007 | 2006 |
| ASSETS | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 112,340 | \$ 18,549 |
| Bank deposits | 12,000 | — |
| Accounts receivable, net of allowance of \$364 and \$373, respectively | 40,340 | 25,976 |
| Accounts receivable — related parties | 252 | 2,105 |
| Funds held for clients | 6,589 | 3,047 |
| Employee receivables | 1,289 | 922 |
| Prepaid expenses | 2,162 | 1,225 |
| Prepaid income taxes | 3,225 | 2,488 |
| Deferred tax assets | 701 | 353 |
| Other current assets | 4,524 | 2,730 |
| Total current assets | 183,422 | 57,395 |
| Goodwill | 37,356 | 33,774 |
| Intangible assets, net | 7,091 | 8,713 |
| Property and equipment, net | 41,830 | 30,623 |
| Deposits | 3,081 | 2,990 |
| Deferred tax assets | 3,101 | 1,308 |
| TOTAL ASSETS | \$ 275,881 | \$ 134,803 |
| LIABILITIES AND SHAREHOLDERS' EQUITY | | |
| Current liabilities: | | |
| Accounts payable | \$ 18,505 | \$ 22,238 |
| Accounts payable — related parties | 246 | 836 |
| Accrued employee costs | 18,492 | 11,173 |
| Deferred revenue — current | 9,827 | 8,994 |
| Income taxes payable | 88 | 726 |
| Obligation under capital leases — current | 13 | 184 |
| Deferred tax liabilities | — | 368 |
| Other current liabilities | 16,239 | 8,781 |
| Total current liabilities | 63,410 | 53,300 |
| Obligation under capital leases — non current | — | 2 |
| Deferred revenue — non current | 5,051 | — |
| Deferred rent | 1,098 | 824 |
| Accrued pension liability | 771 | 163 |
| Deferred tax liabilities — non current | 23 | 2,350 |
| Commitments and contingencies | | |
| Shareholders' equity: | | |
| Ordinary shares, \$0.16 (10 pence) par value, Authorized: 50,000,000 and 40,000,000 shares, respectively; | | |
| Issued and outstanding: 41,842,879 and 35,321,511 shares, respectively | 6,519 | 5,290 |
| Additional paid-in-capital | 154,952 | 62,228 |
| Ordinary shares subscribed: 30,022 and 4,346 shares, respectively | 137 | 10 |
| Retained earnings | 30,685 | 4,104 |
| Deferred share-based compensation | — | (582) |
| Accumulated other comprehensive income | 13,235 | 7,114 |
| Total shareholders' equity | 205,528 | 78,164 |
| TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY | \$ 275,881 | \$ 134,803 |

See accompanying notes.

WNS (HOLDINGS) LIMITED
CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except per share data)

| | Year ended March 31, | | |
|--|----------------------|------------------|-------------------|
| | 2007 | 2006 | 2005 |
| Revenue | | | |
| Third parties | \$ 345,216 | \$ 186,500 | \$ 144,666 |
| Related parties | 7,070 | 16,309 | 17,507 |
| | 352,286 | 202,809 | 162,173 |
| Cost of revenue (a) | 271,174 | 145,730 | 140,254 |
| Gross profit | 81,112 | 57,079 | 21,919 |
| Operating expenses | | | |
| Selling, general and administrative expenses (a) | 52,461 | 36,347 | 24,887 |
| Amortization of intangible assets | 1,896 | 856 | 1,416 |
| Operating income (loss) | 26,755 | 19,876 | (4,384) |
| Other income, net (a) | 2,500 | 456 | 172 |
| Interest expense | (100) | (429) | (496) |
| Income (loss) before income taxes | 29,155 | 19,903 | (4,708) |
| Provision for income taxes | (2,574) | (1,574) | (1,068) |
| Net income (loss) | <u>\$ 26,581</u> | <u>\$ 18,329</u> | <u>\$ (5,776)</u> |
| Basic income (loss) per share | <u>\$ 0.69</u> | <u>\$ 0.56</u> | <u>\$ (0.19)</u> |
| Diluted income (loss) per share | <u>0.65</u> | <u>0.52</u> | <u>(0.19)</u> |

(a) Includes the following related party amounts:

| | | | |
|--|----------|----------|----------|
| Cost of revenue | \$ 1,849 | \$ 1,250 | \$ 1,756 |
| Selling, general and administrative expenses | 793 | 481 | 402 |
| Other income | 368 | 250 | — |

See accompanying notes.

WNS (HOLDINGS) LIMITED
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
YEARS ENDED MARCH 31, 2007, 2006 AND 2005
(Amounts in thousands, except share data)

| | Ordinary shares | | Additional paid-in capital | Ordinary shares subscribed | Retained earnings (accumulated deficit) | Deferred share-based compensation | Accumulated other comprehensive income | Total shareholders' equity |
|--|-----------------|-----------|----------------------------|----------------------------|---|-----------------------------------|--|----------------------------|
| | Number | Par value | | | | | | |
| Balance at April 1, 2004 | 30,795,888 | \$ 4,510 | \$ 42,433 | \$ 233 | \$ (8,449) | \$ (88) | \$ 8,021 | \$ 46,660 |
| Shares issued for exercised options | 398,665 | 75 | 667 | (233) | — | — | — | 509 |
| Stock options exercised | — | — | — | 157 | — | — | — | 157 |
| Stock options forfeited | — | — | (7) | — | — | 7 | — | — |
| Deferred share-based compensation | — | — | 429 | — | — | (429) | — | — |
| Amortization of deferred share-based compensation | — | — | — | — | — | 222 | — | 222 |
| Comprehensive loss: | | | | | | | | |
| Net loss | — | — | — | — | (5,776) | — | — | (5,776) |
| Foreign currency translation | — | — | — | — | — | — | 1,179 | 1,179 |
| Total comprehensive loss | — | — | — | — | — | — | — | (4,597) |
| Balance at March 31, 2005 | 31,194,553 | 4,585 | 43,522 | 157 | (14,225) | (288) | 9,200 | 42,951 |
| Shares issued for exercised options | 1,710,936 | 286 | 2,901 | (157) | — | — | — | 3,030 |
| Shares issued to a Director | 150,000 | 26 | 876 | — | — | — | — | 902 |
| Shares issued for acquisition of Trinity Partners Inc. | 2,266,022 | 393 | 13,354 | — | — | (635) | — | 13,112 |
| Stock options exercised | — | — | — | 10 | — | — | — | 10 |
| Stock options forfeited | — | — | (51) | — | — | 51 | — | — |
| Deferred share-based compensation | — | — | 166 | — | — | (166) | — | — |
| Purchase of immature shares and modification of options | — | — | 1,460 | — | — | — | — | 1,460 |
| Amortization of deferred share-based compensation | — | — | — | — | — | 456 | — | 456 |
| Comprehensive income: | | | | | | | | |
| Net income | — | — | — | — | 18,329 | — | — | 18,329 |
| Foreign currency translation | — | — | — | — | — | — | (2,086) | (2,086) |
| Total comprehensive income | — | — | — | — | — | — | — | 16,243 |
| Balance at March 31, 2006 | 35,321,511 | \$ 5,290 | \$ 62,228 | \$ 10 | \$ 4,104 | \$ (582) | \$ 7,114 | \$ 78,164 |
| Shares issued for exercised options | 2,047,684 | 398 | 6,147 | (10) | — | — | — | 6,535 |
| Shares issued in initial public offering ('IPO') | 4,473,684 | 831 | 77,828 | — | — | — | — | 78,659 |
| Stock options exercised | — | — | — | 137 | — | — | — | 137 |
| Stock options forfeited | — | — | (7) | — | — | 7 | — | — |
| Share-based compensation charge | — | — | 3,064 | — | — | — | — | 3,064 |
| Excess tax benefits from exercise of share-based options | — | — | 5,692 | — | — | — | — | 5,692 |
| Amortization of deferred share-based compensation | — | — | — | — | — | 575 | — | 575 |
| Cumulative effect of adoption of SFAS No.158 | — | — | — | — | — | — | (138) | (138) |
| Comprehensive income: | | | | | | | | |
| Net income | — | — | — | — | 26,581 | — | — | 26,581 |
| Change in fair value of cash flow hedges | — | — | — | — | — | — | 337 | 337 |

| | | | | | | | | |
|------------------------------|-------------------|-----------------|-------------------|---------------|------------------|-------------|------------------|-------------------|
| Foreign currency translation | — | — | — | — | — | — | 5,922 | 5,922 |
| Total comprehensive income | | | | | | | | 32,840 |
| Balance at March 31, 2007 | <u>41,842,879</u> | <u>\$ 6,519</u> | <u>\$ 154,952</u> | <u>\$ 137</u> | <u>\$ 30,685</u> | <u>\$ —</u> | <u>\$ 13,235</u> | <u>\$ 205,528</u> |

See accompanying notes.

WNS (HOLDINGS) LIMITED
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

| | <u>Year ended March 31,</u> | | |
|--|-----------------------------|------------------|-----------------|
| | <u>2007</u> | <u>2006</u> | <u>2005</u> |
| Cash flows from operating activities | | | |
| Net income (loss) | \$ 26,581 | \$ 18,329 | \$ (5,776) |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: | | | |
| Depreciation and amortization | 16,662 | 11,308 | 9,857 |
| Share-based compensation | 3,683 | 1,922 | 239 |
| Amortization of deferred financing cost | — | 125 | 15 |
| Allowance for doubtful accounts | (33) | 101 | 69 |
| Gain on sale of property and equipment | (57) | (32) | — |
| Deferred income taxes | (4,122) | (1,028) | (71) |
| Excess tax benefits from share-based compensation | (5,692) | — | — |
| Changes in operating assets and liabilities, net of effect of acquisitions: | | | |
| Accounts receivable | (10,022) | (2,976) | (8,687) |
| Other current assets | (6,629) | 628 | (503) |
| Deposits | (37) | (1,067) | (779) |
| Accounts payable | (5,975) | (290) | (1,990) |
| Deferred revenue | 8,159 | (2,193) | 5,887 |
| Other liabilities | 16,800 | 10,019 | 3,560 |
| Net cash provided by operating activities | <u>39,318</u> | <u>34,846</u> | <u>1,821</u> |
| Cash flows from investing activities | | | |
| Acquisitions, net of cash acquired | (938) | (3,862) | — |
| Purchase of property and equipment (See Note 12) | (27,475) | (14,893) | (18,267) |
| Proceeds from sale of property and equipment | 1,841 | 77 | — |
| Bank deposits | (12,000) | — | — |
| Net cash used in investing activities | <u>(38,572)</u> | <u>(18,678)</u> | <u>(18,267)</u> |
| Cash flows from financing activities | | | |
| Proceeds from IPO, net of expenses | 78,787 | — | — |
| Excess tax benefits from share-based compensation | 5,692 | — | — |
| Ordinary shares issued and subscribed | 6,672 | 3,942 | 666 |
| Principal payments under capital leases | (173) | (299) | (372) |
| Proceeds from note payable, net of financing cost | — | — | 9,860 |
| Repayment of note payable | — | (10,000) | — |
| Net cash provided by (used in) financing activities | <u>90,978</u> | <u>(6,357)</u> | <u>10,154</u> |
| Effect of exchange rate changes on cash and cash equivalents | 2,068 | (361) | 566 |
| Net increase (decrease) in cash and cash equivalents | 93,791 | 9,450 | (5,726) |
| Cash and cash equivalents at beginning of year | 18,549 | 9,099 | 14,825 |
| Cash and cash equivalents at end of year | <u>\$ 112,340</u> | <u>\$ 18,549</u> | <u>\$ 9,099</u> |
| Supplemental disclosure of cash flow information: | | | |
| Cash paid for interest | \$ 118 | \$ 440 | \$ 424 |
| Cash paid (refund) for income taxes | 709 | 2,288 | (749) |
| Assets acquired under capital leases | — | — | 115 |
| Shares issued for the acquisition of Trinity Partners Inc. | — | 13,747 | — |

See accompanying notes.

WNS (HOLDINGS) LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 2007
(Amounts in thousands, except per share data)

1. ORGANIZATION AND DESCRIPTION OF BUSINESS

WNS (Holdings) Limited (“WNS Holdings”), along with its wholly-owned subsidiaries, is a global Business Process Outsourcing (“BPO”) company with client service offices in New York (US), London (UK) and delivery centers in UK, US, India and Sri Lanka. The Company’s clients are primarily in the travel, banking, financial services and insurance industries. WNS Holdings is incorporated in Jersey, Channel Islands, and is controlled by the Warburg Pincus Group.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of preparation

The accompanying consolidated financial statements include the accounts of WNS Holdings and its wholly-owned subsidiaries (the “Company”) and are prepared in accordance with U.S. generally accepted accounting principles (“US GAAP”). All inter-company balances and transactions have been eliminated upon consolidation. An acquired business is included in the Company’s consolidated statement of operations with effect from the date of the acquisition.

The Company uses the United States Dollar (“\$”) as its reporting currency.

Use of estimates

The preparation of financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company bases its estimates and judgments on historical experience and on various other assumptions that it believes are reasonable under the circumstances. The amount of assets and liabilities reported on the Company’s balance sheets and the amounts of revenue and expenses reported for each of its periods presented are affected by estimates and assumptions, which are used for, but not limited to, the accounting for revenue recognition, allowance for doubtful accounts, income taxes, determining impairment on long-lived assets, intangibles and goodwill, evaluating the effectiveness of currency hedges, share-based compensation and accounting for defined benefit plans. Actual results could differ from those estimates.

Foreign currency translation

The Company’s foreign operations use their respective local currency as their functional currency. Accordingly, assets and liabilities of foreign subsidiaries are translated into \$ at exchange rates in effect at the balance sheet date, while revenue and expenses are translated at average exchange rates prevailing during the year. Translation adjustments are reported as a component of accumulated other comprehensive income (loss) in shareholders’ equity.

Foreign currency denominated assets and liabilities are translated into the functional currency at exchange rates in effect at the balance sheet date. Foreign currency transaction gains and losses are recorded in the consolidated statement of operations within other income.

Revenue recognition

BPO services comprise back office administration, data management, contact center management and auto claims handling services provided by subsidiaries in India, Sri Lanka, United States and the United Kingdom. Depending on the terms of the arrangement, revenue from back office administration, data management and contact center management is recognized on a per employee, per transaction or cost-plus basis. Revenue is only recognized when persuasive evidence of an arrangement exists, services have been rendered, the fee is determinable and collectibility is reasonably assured. Amounts billed or payments received, where all the conditions for revenue recognition have not been met, are recorded as deferred revenue and are recognized as revenue when all recognition criteria have been met. However, the costs related to the performance of such work are recognized in the period the services are rendered. An upfront payment received towards future services is recognized ratably over the period when such services are provided.

WNS (HOLDINGS) LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 2007
(Amounts in thousands, except per share data)

The Company has certain minimum commitment arrangements that provide for a minimum revenue commitment on an annual basis or a cumulative basis over multiple years, stated in terms of annual minimum amounts. Where a minimum commitment is specific to an annual period, any revenue shortfall is invoiced and recognized at the end of this period. When the shortfall in a particular year can be offset with revenue received in excess of minimum commitments in a subsequent year, the Company recognizes deferred revenue for the shortfall which has been invoiced and received. To the extent the Company has sufficient experience to conclude that the shortfall will not be satisfied by excess revenue in a subsequent period, the deferred revenue will be recorded as revenue in that period. In order to determine whether the Company has sufficient experience, the Company considers several factors which include (i) the historical volume of business done with a client as compared with initial projections of volume as agreed to by the client and the Company, (ii) the length of time for which the Company has such historical experience, (iii) future volume expected based on projections received from the client, and (iv) the Company's internal expectations of ongoing volume with the client. Otherwise the deferred revenue will remain until such time when the Company can conclude that it will not receive revenue in excess of the minimum commitment.

Revenue includes reimbursements of out-of-pocket expenses, with the corresponding out of pocket expenses included in cost of revenue.

Auto claims handling services include claims handling and administration ("Claims Handling") and arranging for repairs with repair centers across the United Kingdom and the related payment processing for such repairs ("Accident Management"). With respect to Claims Handling, the Company receives fees either on a per-claim basis or over a contract period. Revenue is recognized over the estimated processing period, which currently ranges from two to three months or on a straight line basis over the period of the contract. In certain cases, the fees is contingent upon the successful recovery of a claim by the customer. In these circumstances, the revenue is deferred until the contingency is resolved.

In order to provide Accident Management services, the Company arranges for the repair through a network of repair centers. The repair costs are invoiced to customers. In determining whether the receipt from the customers related to payments to repair centers should be recognized as revenue, the Company considers the criteria established by "Emerging Issues Task Force" No 99-19, "*Reporting Revenue Gross as a Principal versus Net as an Agent*". When the Company determines that it is the principal in providing Accident Management services, amounts received from customers are recognized and presented as third party revenue and the payments to repair centers are recognized as cost of revenue in the consolidated statement of operations. Factors considered in determining whether the Company is the principal in the transaction include whether (i) the Company is the primary obligor, (ii) the Company negotiates labor rates with repair centers, (iii) the Company determines which repair center should be used, (iv) the Company is responsible for timely and satisfactory completion of repairs, and (v) the Company bears the risk that the customer may not pay for the services provided (credit risk). If there are circumstances where the above criteria are not met and therefore the Company is not the principal in providing Accident Management services, amounts received from customers are presented net of payments to repair centers in the consolidated statement of operations. Third party revenue also includes referral fees from repair centers.

Cost of revenue

Cost of revenue includes payments to repair centers, salaries and related expenses, facilities costs including depreciation and amortization on leasehold improvements, communication expenses and out-of-pocket expenses. Cost of revenue during a transfer period, which includes process set up, training, systems transfer and other personnel costs, are recognized as incurred.

WNS (HOLDINGS) LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 2007
(Amounts in thousands, except per share data)

In January 2004, the Company entered into a seven-year contract with a new customer to outsource their back-office and contact center operations. The contract contemplated a transfer period of approximately one year during which the customer's resources were available to the Company. The cost of such customer's resources during the transfer period, aggregating to \$19,159 during the year ended March 31, 2005, is included in cost of revenue.

Cash and cash equivalents

The Company considers all highly liquid investments with an initial maturity of up to three months to be cash equivalents.

Bank deposits

Bank deposits consist of term deposits with an original maturity of more than three months.

Funds held for clients

Some of the Company's agreements allow the Company to temporarily hold funds on behalf of the client. The funds are segregated from the Company's funds and there is usually a short period of time between when the Company receives these funds from an insurance company and when the clients are paid.

Accounts receivable

Accounts receivable represent trade receivables, net of an allowance for doubtful accounts. The allowance for doubtful accounts represents the Company's best estimate of receivables that are doubtful of recovery based on a specific identification basis.

The changes in the allowance for doubtful accounts for the years ended March 31, 2007, 2006 and 2005 were as follows:

| | Year ended March 31, | | |
|--------------------------------------|----------------------|---------------|---------------|
| | 2007 | 2006 | 2005 |
| Balance at the beginning of the year | \$ 373 | \$ 284 | \$ 210 |
| Charged to operations | 164 | 134 | 217 |
| Write-off, net of collections | (132) | (20) | (83) |
| Reversal | (65) | (13) | (65) |
| Translation adjustment | 24 | (12) | 5 |
| Balance at the end of the year | <u>\$ 364</u> | <u>\$ 373</u> | <u>\$ 284</u> |

WNS (HOLDINGS) LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 2007
(Amounts in thousands, except per share data)

Property and equipment

Property and equipment, which include amounts recorded under capital leases, are recorded at cost. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets, which are as follows:

| Asset description | Asset life (in years) |
|--|---|
| Computers and software | 3 |
| Furniture, fixtures and office equipment | 4-5 |
| Vehicles | 3 |
| Leasehold improvements | Lesser of estimated useful life or lease term |

Advances paid towards the acquisition of property and equipment and the cost of property and equipment not put to use before the balance sheet date are disclosed under the caption capital work-in-progress in Note 4.

Property and equipment are reviewed for impairment if indicators of impairment arise. The evaluation of impairment is based upon a comparison of the carrying amount of the property and equipment to the estimated future undiscounted net cash flows expected to be generated by the property and equipment. If estimated future undiscounted cash flows are less than the carrying amount of the property and equipment, the asset is considered impaired. The impairment expense is determined by comparing the estimated fair value of the property and equipment to its carrying value, with any shortfall from fair value recognized as an expense in the current period. The fair value is determined based on valuation techniques such as discounted cash flows or comparison to fair values of similar assets. There were no impairment charges recognized during the years ended March 31, 2007, 2006 and 2005.

Goodwill and intangible assets

Goodwill is not amortized but is reviewed for impairment annually or more frequently if indicators arise. The evaluation is based upon a comparison of the estimated fair value of the reporting unit to which the goodwill has been assigned to the sum of the carrying value of the assets and liabilities for that reporting unit. The fair values used in this evaluation are estimated based upon discounted future cash flow projections for the reporting unit. These cash flow projections are based upon a number of estimates and assumptions. As of March 31, 2007, no impairment had occurred.

Intangible assets are initially valued at fair market value using generally accepted valuation methods appropriate for the type of intangible asset. Intangible assets with definite lives are amortized over the estimated useful lives and are reviewed for impairment, if indicators of impairment arise. The evaluation of impairment is based upon a comparison of the carrying amount of the intangible asset to the estimated future undiscounted net cash flows expected to be generated by the asset. If estimated future undiscounted cash flows are less than the carrying amount of the asset, the asset is considered impaired. The impairment expense is determined by comparing the estimated fair value of the intangible asset to its carrying value, with any shortfall from fair value recognized as an expense in the current period. As of March 31, 2007, no impairment had occurred. Amortization of the Company's definite lived intangible assets is computed using the straight-line method over the estimated useful lives of the assets which are as follows:

| Asset description | Asset life (in months) |
|--|-------------------------------|
| Customer contracts and customer relationship | 24 – 60* |
| Know-how | 24 |
| Covenant not-to-compete | 24 |

* The weighted average amortization period for intangibles from the date of purchase is 59 months

WNS (HOLDINGS) LIMITED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 2007
(Amounts in thousands, except per share data)

Income taxes

The Company applies the asset and liability method of accounting for income taxes as described in Statement of Financial Accounting Standards (“SFAS”) No. 109, “Accounting for Income Taxes”. Under this method, deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are recognized to reduce the deferred tax assets to an amount that is more likely than not to be realized. In assessing the likelihood of realization, management considers estimates of future taxable income and the effect of temporary differences.

The Company evaluates potential exposures related to tax contingencies or claims made by the tax authorities in various jurisdictions and determines if a reserve is required.

Employee benefits

Defined contribution plans

Eligible employees of the Company in India receive benefits from a Provident Fund, administered by the Government of India, which is a defined contribution plan. Both the employees and the Company make monthly contributions to the Provident Fund equal to a specified percentage of the eligible employees’ salary.

Eligible United States employees of the Company participate in a savings plan (“the Plan”) under Section 401(k) of the United States Internal Revenue Code (“the Code”). The Plan allows for employees to defer a portion of their annual earnings on a pre-tax basis through voluntary contributions to the Plan. The Plan provides that the Company can make optional contributions up to the maximum allowable limit under the Code.

Eligible United Kingdom employees of the Company contribute to a defined contribution pension scheme operated in the United Kingdom and an equal amount is contributed by the Company. The pension expense represents contributions payable to the fund by the Company. The assets of the scheme are held separately from those of the Company in an independently administered fund.

The Company has no further obligation under defined contribution plans beyond the contributions made under these plans. Contributions are charged to income in the year in which they accrue and are included in the consolidated statement of operations (See Note 8).

Defined benefit plan

Employees in India and Sri Lanka are entitled to benefits under the Gratuity Act, a defined benefit retirement plan covering eligible employees of the Company. The plan provides for a lump-sum payment to eligible employees at retirement, death, incapacitation or on termination of employment, of an amount based on the respective employee’s salary and tenure of employment (subject to a maximum of approximately \$8 per employee in India). In India contributions are made to funds administered and managed by the Life Insurance Corporation of India and AVIVA Life Insurance Company Private Limited (together “Fund Administrators”) to fund the gratuity liability of two Indian subsidiaries. Under this scheme, the obligation to pay gratuity remains with the Company, although the Fund Administrators administer the scheme. Sri Lanka, and one Indian subsidiary have unfunded gratuity obligations.

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On March 31, 2007, the Company adopted the recognition, measurement and disclosure provisions of SFAS No. 158 *Employer Accounting for Defined Benefit Pension and Other Post Retirement Plans, an amendment of FASB Statements No. 87, 88, 106 and 132 (R)*. SFAS No. 158 requires the Company to recognize the funded status (i.e., the difference between the fair value of plan assets and the projected benefit obligations) of its pension plan in the balance sheet as of March 31, 2007, with a corresponding adjustment to accumulated other comprehensive income. The adjustment to accumulated other comprehensive income at adoption represents the net unrecognized actuarial losses, which was previously netted against the plan's funded status in the Company's statement of financial position pursuant to the provisions of SFAS No. 87 "*Employers Accounting for Pensions*". This amount will be subsequently recognized as net periodic pension cost pursuant to the Company's historical accounting policy for amortizing such amounts. Further, actuarial gains and losses that arise in subsequent periods and are not recognized as net periodic pension cost in the same periods will be recognized a component of other comprehensive income. Those amounts will be subsequently recognized as a component of net periodic pension cost on the same basis as the amounts recognized in accumulated other comprehensive income at adoption of SFAS No. 158. The impact of adopting these provisions was an increase in the accrued pension liability of \$138 and a decrease in shareholders equity of \$138.

Advertising costs

Advertising costs are expensed as incurred and are included in selling, general and administrative expenses. Advertising costs for the years ended March 31, 2007, 2006 and 2005 were \$1,440, \$1,013 and \$544, respectively.

Derivative financial instruments

SFAS No. 133, "*Accounting for Derivative Instruments and Hedging Activities*", requires companies to recognize all of its derivative instruments as either assets or liabilities in the statement of financial position at fair value. The accounting for changes in the fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and further, on the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, a company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge or a hedge of a net investment in a foreign operation.

To protect against exchange gains (losses) on forecasted inter-company revenue, the Company has instituted a foreign currency cash flow hedging program. For derivative instruments that are designated and qualify as a cash flow hedge (i.e., hedging the exposure to variability in expected future cash flows that is attributable to a particular risk), the effective portion of the gain or loss on the derivative instrument is reported as a component of other comprehensive income and reclassified into earnings in the same line item associated with the forecasted transaction in the same period during which the hedged transaction affects earnings. The remaining gain or loss on the derivative instrument in excess of the cumulative change in the present value of future cash flows of the hedged item, if any, is recognized in other income in current earnings during the period of change.

The operating entity in India hedges a part of its forecasted inter-company revenue denominated in foreign currencies with forward contracts and options which generally have a term of less than a year. When the functional currency of the operating entity strengthens significantly against a currency other than the operating entity's functional currency, the decline in value of future foreign currency revenue is offset by gains in the value of the forward contracts designated as hedges. Conversely, when the functional currency of the operating entity weakens, the increase in the value of future foreign currency cash flows is offset by losses in the value of the forward contracts. The fair value of both the foreign currency forward contracts and options are reflected in other assets or other liabilities as appropriate. The Company does not use forward and option contracts for trading purposes.

During the year ended March 31, 2007, the net gain or loss related to the ineffective portion of the derivative instruments was immaterial. At March 31, 2007, unrealized gain of \$337 on derivative instruments included in other comprehensive income is expected to be reclassified to earnings during the next six months. The forecasted inter-company revenue discussed above relates to cost of revenue of certain non-Indian subsidiaries and is recorded by those subsidiaries in their functional currency at the time services are provided. The resulting difference upon the elimination of inter-company revenue with the related cost of revenue is recorded in other income and amounted to a net loss of \$1,408 for the year ended March 31, 2007.

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Earnings per share

Basic income (loss) per share is computed using the weighted-average number of ordinary shares outstanding during the year. Diluted income (loss) per share is computed by considering the impact of the potential issuance of ordinary shares, using the treasury stock method, on the weighted average number of shares outstanding. As the Company was in a loss position for the year ended March 31, 2005, the potential ordinary shares were excluded from the calculation of diluted income (loss) per share as the shares would have had an anti-dilutive effect.

The following table sets forth the computation of basic and diluted earnings per share:

| | <u>Year ended March 31,</u> | | |
|--|-----------------------------|-------------------|-------------------|
| | <u>2007</u> | <u>2006</u> | <u>2005</u> |
| Numerator: | | | |
| Net income (loss) | \$ 26,581 | \$ 18,329 | \$ (5,776) |
| Denominator: | | | |
| Basic weighted average ordinary shares outstanding | 38,608,188 | 32,874,299 | 30,969,658 |
| Dilutive impact of stock options | 2,512,309 | 2,155,467 | — |
| Diluted weighted average ordinary shares outstanding | <u>41,120,497</u> | <u>35,029,766</u> | <u>30,969,658</u> |

Share-based compensation

In December 2004, the Financial Accounting Standards Board (“FASB”) issued SFAS No. 123 (revised 2004), *Share-Based Payment* (“SFAS No. 123(R)”) that addresses the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for equity instruments of the enterprise or liabilities that are based on the fair value of the enterprise’s equity instruments or that may be settled by the issuance of such equity instruments. Prior to April 1, 2006, the Company accounted for its employee share-based compensation plan using the intrinsic value method of accounting prescribed by Accounting Principles Board (“APB”) Opinion No. 25, “*Accounting for Stock Issued to Employees*” and related Interpretations, as permitted by SFAS No. 123, “*Accounting for Stock-Based Compensation*”. Effective April 1, 2006, the Company adopted SFAS No. 123(R), using the prospective transition method. Under that transition method, non public entities that used the minimum-value method (whether for financial statement recognition or for pro forma disclosure purposes) continue to account for non vested equity awards outstanding at the date of adoption of SFAS No. 123(R) in the same manner as they had been accounted for prior to adoption.

In accordance with the provisions of SFAS No.123(R) share based compensation for all awards granted, modified or settled on or after April 1, 2006 that the Company expects to vest is recognized on a straight line basis over the requisite service period, which is generally the vesting period of the award.

SFAS No.123(R) requires the use of a valuation model to calculate the fair value of share-based awards. The Company elected to use the Black-Scholes-Merton pricing model to determine the fair value of share-based awards on the date of grant. Restricted Share Units are measured based on the fair market value of the underlying shares on the date of grant.

As a result of adopting SFAS No. 123(R) on April 1, 2006, the Company’s income before income taxes and net income for the year ended March 31, 2007, were lower by \$667 and \$303, respectively, than if it had continued to account for share-based compensation under APB Opinion No. 25. Basic and diluted earnings per share for the year ended March 31, 2007 would have remained unchanged if the Company had continued to account for share-based compensation under APB Opinion No. 25.

The Company has elected to use the “with and without” approach as described in EITF Topic No. D-32 in determining the order in which tax attributes are utilized. As a result, the Company only recognizes tax benefit from share-based awards in additional paid-in capital if an incremental tax benefit is realized after all other tax attributes currently available to the Company have been utilized.

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SFAS No. 123(R) requires the cash flows resulting from the tax benefits related to tax deductions in excess of the compensation cost recognized for those options (excess tax benefits) to be classified as financing cash flows. Approximately \$5,692 of excess tax benefit classified as a financing cash flow would have been classified as an operating cash flow if the Company had not adopted SFAS No. 123(R).

Fair value of financial instruments

The carrying amounts reported in the balance sheets for cash and cash equivalents, accounts receivable, employee receivables, other current assets, accounts payable and other current liabilities approximate their fair value due to the short-term maturity of these items.

Concentration of risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents, bank deposits, funds held for clients and accounts receivable. A substantial portion of Company's cash and cash equivalents are invested with financial institutions and banks located in the United States and the United Kingdom having high investment grade credit ratings.

Accounts receivable are unsecured and are derived from revenue earned from customers in the travel, banking, financial services, insurance, and healthcare industries based primarily in the United States and the United Kingdom. The Company monitors the credit worthiness of its customers to whom it grants credit terms in the normal course of its business. Management believes there is no significant risk of loss in the event of non-performance of the counter parties to these financial instruments, other than the amounts already provided for in the consolidated financial statements.

Reclassifications

Certain amounts in the prior year's financial statements and related notes have been reclassified to conform to the current year's presentation.

Recently issued accounting standards

In June 2006, the FASB issued Interpretation No. 48 ("FIN 48"), "Accounting for Uncertainty in Income Taxes", an interpretation of SFAS No. 109, "Accounting for Income Taxes", to create a single model to address accounting for uncertainty in tax positions. FIN 48 clarifies the accounting for income taxes by prescribing a minimum recognition threshold that a tax position is required to meet before being recognized in the financial statements. FIN 48 also provides guidance on de-recognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition. A tax position must be more-likely-than-not of realization to be recognized upon the adoption of FIN 48 and in subsequent periods. FIN 48 is effective for fiscal year beginning April 1, 2007, and the provisions of FIN 48 will be applied to all tax positions upon its initial adoption with the cumulative effect of the change in accounting principle recognized as an adjustment to opening retained earnings. The Company is currently evaluating the impact of the application of FIN 48 on its consolidated financial statements.

In September 2006, the FASB issued SFAS No.157, "Fair Value Measurements". SFAS No. 157 defines "fair value" as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. SFAS No. 157 provides guidance for the determination of fair value, and establishes a fair value hierarchy for assessing the sources of information used in fair value measurements. SFAS No. 157 is effective for fiscal years beginning after November 15, 2007. The Company is currently evaluating the impact of this pronouncement on its consolidated financial statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" which permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. SFAS No. 159 will be effective for the Company on April 1, 2008.

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3. ACQUISITIONS

During the year ended March 31, 2007, the Company acquired the business of PRG Airlines Services Limited ('PRG') and GHS Services ('GHS') for the aggregate amount of \$1,145 which included transaction costs of \$110. PRG is in the business of conducting fare audits for airlines to identify inaccuracies in the fare, class and others with a view to recover revenue leakages from the airline customer. GHS provides finance and accounting services to restaurants and pizza centers. These acquisitions were accounted for under the purchase method of accounting in accordance with SFAS No.141, "Business Combinations". The results of operations of the acquisitions have been included in the Company's Statement of Operations from the respective dates of acquisition. The fair value of identifiable intangible assets has been determined based on standard valuation techniques. The Company has preliminarily recorded \$897 of goodwill, \$166 of identifiable intangible assets and \$82 of net tangible assets in connection with these acquisitions. The proforma effects of these acquisitions were not significant to the consolidated results of operations of the Company.

During the year ended March 31, 2006, the Company acquired the entire share capital of Trinity Partners Inc. ('Trinity') for a total consideration of \$19,777, including \$175 of transaction costs. The total purchase consideration comprised of a cash payment of \$6,814 and 2,107,901 shares of WNS (Holdings) Limited.

Trinity, together with its wholly owned subsidiary in India, provides business process outsourcing services and information technology delivery solutions to customers in the financial services industry in the United States. The Company recorded \$8,889 of goodwill, \$9,420 of identifiable intangible assets and \$1,468 of net tangible assets in connection with this acquisition.

The Company granted 104,716 shares to certain selling shareholders of Trinity in consideration for employment contracts. The fair value of such shares amounting to approximately \$678 is recorded as compensation and has been recognized as compensation expense over the period of the employment contract, which is one year. Accordingly the Company recorded compensation expense of \$433 and \$245 for the years ended March 31, 2007 and 2006, respectively. An additional 53,405 shares were issued to another selling shareholder who is a customer. The fair value of these shares amounted to \$324 and is being amortized over the term of the customer contract (5 years) and accounted for as a reduction of revenue.

4. PROPERTY AND EQUIPMENT

The major classes of property and equipment are as follows:

| | <u>March 31,</u> | |
|---|------------------|------------------|
| | <u>2007</u> | <u>2006</u> |
| Computers and software | \$ 37,753 | \$ 27,021 |
| Furniture, fixtures and office equipment | 29,217 | 19,915 |
| Vehicles | 1,710 | 1,012 |
| Leasehold improvements | 17,884 | 9,857 |
| Capital work-in-progress | 776 | 1,874 |
| | <u>87,340</u> | <u>59,679</u> |
| Accumulated depreciation and amortization | (45,510) | (29,056) |
| Property and equipment, net | <u>\$ 41,830</u> | <u>\$ 30,623</u> |

Depreciation expense, including amortization of assets recorded under capital leases, amounted to \$14,766, \$10,452 and \$8,441 for the years ended March 31, 2007, 2006 and 2005, respectively. Capital work-in-progress includes advances for property and equipment of \$45 and \$600 as at March 31, 2007 and 2006, respectively.

Computers on capital leases at March 31, 2007 and 2006 were \$1,524 and \$1,329, respectively. The related accumulated amortization at March 31, 2007 and 2006 was \$1,509 and \$1,174, respectively.

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5. GOODWILL AND INTANGIBLES

The components of intangible assets are as follows:

| | <u>March 31, 2007</u> | | |
|-------------------------|-----------------------|-------------------------------------|-----------------|
| | <u>Gross</u> | <u>Accumulated amortization</u> | <u>Net</u> |
| Customer contracts | \$ 13,666 | \$ 8,369 | \$ 5,297 |
| Customer relationships | 2,482 | 688 | 1,794 |
| Know-how | 316 | 316 | — |
| Covenant not-to-compete | 100 | 100 | — |
| | <u>\$ 16,564</u> | <u>\$ 9,473</u> | <u>\$ 7,091</u> |

| | <u>March 31, 2006</u> | | |
|-------------------------|-----------------------|-------------------------------------|-----------------|
| | <u>Gross</u> | <u>Accumulated amortization</u> | <u>Net</u> |
| Customer contracts | \$ 12,945 | \$ 6,396 | \$ 6,549 |
| Customer relationships | 2,340 | 176 | 2,164 |
| Know-how | 310 | 310 | — |
| Covenant not-to-compete | 100 | 100 | — |
| | <u>\$ 15,695</u> | <u>\$ 6,982</u> | <u>\$ 8,713</u> |

The estimated annual amortization expense based on current intangible balances for fiscal years beginning April 1, 2007 is as follows:

| <u>Year ending March 31</u> | <u>Amount</u> |
|-----------------------------|-----------------|
| 2008 | \$ 1,994 |
| 2009 | 1,962 |
| 2010 | 1,934 |
| 2011 | 1,201 |
| | <u>\$ 7,091</u> |

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The changes in the carrying value of goodwill by segment (refer to note 14) were as follows:

| | WNS Global BPO | WNS Auto Claims BPO | Total |
|----------------------------------|-------------------|------------------------|------------------|
| Balance at April 1, 2005 | \$ 4,132 | \$ 22,418 | \$ 26,550 |
| Goodwill arising on acquisition | 8,889 | — | 8,889 |
| Foreign currency translation | (65) | (1,600) | (1,665) |
| Balance at March 31, 2006 | 12,956 | 20,818 | 33,774 |
| Goodwill arising on acquisitions | 897 | — | 897 |
| Foreign currency translation | 84 | 2,601 | 2,685 |
| Balance at March 31, 2007 | <u>\$ 13,937</u> | <u>\$ 23,419</u> | <u>\$ 37,356</u> |

6. INCOME TAXES

The Company's provision for income taxes consists of the following:

| | March 31, | | |
|-----------------------|-------------------|-------------------|-------------------|
| | 2007 | 2006 | 2005 |
| Current taxes | | | |
| Domestic taxes | \$ — | \$ — | \$ — |
| Foreign taxes | (6,696) | (2,602) | (1,139) |
| | <u>(6,696)</u> | <u>(2,602)</u> | <u>(1,139)</u> |
| Deferred taxes | | | |
| Domestic taxes | — | — | — |
| Foreign taxes | 4,122 | 1,028 | 71 |
| | <u>4,122</u> | <u>1,028</u> | <u>71</u> |
| | <u>\$ (2,574)</u> | <u>\$ (1,574)</u> | <u>\$ (1,068)</u> |

Domestic taxes are nil as there are no statutory taxes applicable in Jersey, Channel Islands. Foreign taxes are based on enacted tax rates in each subsidiary's jurisdiction. Income (loss) before income taxes for the years ended March 31, 2007, 2006 and 2005, primarily arose in the following jurisdictions:

| | Year ended March 31, | | |
|-----------------------------------|----------------------|------------------|-------------------|
| Jurisdiction | 2007 | 2006 | 2005 |
| India | \$ 19,909 | \$ 16,053 | \$ (7,416) |
| United States | 1,401 | (1,163) | 420 |
| United Kingdom | 6,517 | 5,821 | 1,653 |
| Other | 1,328 | (808) | 635 |
| Income (loss) before income taxes | <u>\$ 29,155</u> | <u>\$ 19,903</u> | <u>\$ (4,708)</u> |

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The Company's Indian operations are eligible to claim income-tax exemption with respect to profits earned from export revenue from an operating unit registered under the Software Technology Parks of India ("STPI"). The benefit is available for a period of 10 years from the date of commencement of operations, but not beyond March 31, 2009. The Company had ten, ten and nine delivery centers for the years ended March 31, 2007, 2006 and 2005, respectively. The benefits expire in stages from April 1, 2006 to April 1, 2009. The Company is also eligible for a tax exemption with respect to the profits earned from operations in Sri Lanka.

The additional income tax expense at the statutory rate in India and Sri Lanka, if the tax exemption was not available, would have been approximately \$9,204, \$4,998 and \$783 for the years ended March 31, 2007, 2006 and 2005, respectively. The impact of such additional tax on basic and diluted income per share for the year ended March 31, 2007 would have been approximately \$0.24 and \$0.22, respectively (\$0.15 and \$0.14, respectively, for the year ended March 31, 2006; basic and diluted loss per share of \$0.03 for the year ended March 31, 2005).

The following is a reconciliation of the Jersey statutory income tax rate with the effective tax rate:

| | Year ended March 31, | | |
|---|----------------------|-------------------|-------------------|
| | 2007 | 2006 | 2005 |
| Net income (loss) before taxes | \$ 29,155 | \$ 19,903 | \$ (4,708) |
| Enacted tax rates in Jersey | 0% | 0% | 0% |
| Statutory income tax | — | — | — |
| Provision due to: | | | |
| Foreign minimum alternative taxes and state taxes | — | — | (8) |
| Differential foreign tax rates | (2,138) | (1,454) | (1,036) |
| Others | (436) | (120) | (24) |
| Provision for income taxes | <u>\$ (2,574)</u> | <u>\$ (1,574)</u> | <u>\$ (1,068)</u> |

The components of deferred tax assets and liabilities are as follows:

| | March 31, | |
|--|-----------------|-------------------|
| | 2007 | 2006 |
| Deferred tax assets: | | |
| Property and equipment | \$ 1,941 | \$ 1,047 |
| Net operating loss carry forward | 707 | 1,418 |
| Accruals deductible on actual payment | 506 | 262 |
| Share-based compensation | 673 | 207 |
| Foreign tax credit | 252 | 156 |
| Total deferred tax assets | 4,079 | 3,090 |
| Less: valuation allowances | (277) | (246) |
| Deferred tax assets, net of valuation allowances | <u>3,802</u> | <u>2,844</u> |
| Deferred tax liabilities: | | |
| Property and equipment | (9) | (48) |
| Intangibles | (14) | (3,485) |
| Tax on undistributed profits of a subsidiary | — | (368) |
| Total deferred tax liabilities | <u>(23)</u> | <u>(3,901)</u> |
| Net deferred tax assets (liabilities) | <u>\$ 3,779</u> | <u>\$ (1,057)</u> |

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The classification of deferred tax assets (liabilities) is as follows:

| | <u>March 31,</u> | |
|---|------------------|-------------------|
| | <u>2007</u> | <u>2006</u> |
| Current | | |
| Deferred tax assets | \$ 701 | \$ 353 |
| Deferred tax liabilities | — | (368) |
| Net current deferred tax assets (liabilities) | <u>\$ 701</u> | <u>\$ (15)</u> |
| Non current | | |
| Deferred tax assets | \$ 3,378 | \$ 1,554 |
| Less: valuation allowance | (277) | (246) |
| | 3,101 | 1,308 |
| Deferred tax liabilities | (23) | (2,350) |
| Net non current deferred tax assets (liabilities) | <u>\$ 3,078</u> | <u>\$ (1,042)</u> |

At March 31, 2007, the Company had net operating loss carry forwards aggregating to \$953 in the UK with no expiration date and \$1,091 in the US (excluding losses arising from unrecognized tax benefit from share based awards of \$14,994) which expire between 2023-2026. The Company has recorded a valuation allowance related to losses incurred by an entity that currently does not have operations but could potentially have taxable income in the future.

At March 31, 2007, the Company had net operating loss carry forwards aggregating to \$33,075, of which \$25,346 expires between 2012 and 2015. The Company has not recorded a deferred tax asset for these carried forward losses as there is uncertainty regarding the availability of such operating loss in subsequent years.

At March 31, 2007 and 2006, the Company maintained a tax reserve of \$1,606 and \$1,400, respectively, for tax contingencies related to tax return filings in various jurisdictions. Management reviews the adequacy of the tax reserve at each reporting period and makes adjustments when necessary based on current facts and circumstances. The calculation of the Company's tax liabilities involves dealing with uncertainties in the application of complex tax regulations in each of its tax jurisdictions. The number of years with open tax audits varies depending on the tax jurisdiction. A number of years may lapse before a particular matter is audited and finally resolved. In evaluating the exposure associated with various filing positions, the Company records an estimated reserve for probable exposures. Based on the Company's evaluation of current tax positions, the Company believes it has appropriately accrued for probable exposures. The Company includes its estimated reserve for probable exposures in other current liabilities.

Deferred income taxes on undistributed earnings of foreign subsidiaries have not been provided as such earnings are deemed to be permanently reinvested.

7. DEFERRED REVENUE

Deferred revenue comprises of:

| | <u>March 31,</u> | |
|---------------------------------|------------------|-----------------|
| | <u>2007</u> | <u>2006</u> |
| Payments in advance of services | \$ 10,946 | \$ 333 |
| Advance billings | 2,743 | 6,880 |
| Claims handling | 795 | 1,025 |
| Other | 394 | 756 |
| | <u>\$ 14,878</u> | <u>\$ 8,994</u> |

Other includes revenue deferred due to the absence of persuasive evidence of an arrangement.

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8. RETIREMENT BENEFITS*Defined contribution plans*

During the years ended March 31, 2007, 2006 and 2005, the Company contributed the following amounts to defined contribution plans:

| | Year ended March 31, | | |
|------------------------|----------------------|-----------------|-----------------|
| | 2007 | 2006 | 2005 |
| Provident fund — India | \$ 3,153 | \$ 1,839 | \$ 968 |
| Pension scheme — UK | 542 | 404 | 445 |
| 401(k) plan — US | 422 | 225 | 191 |
| | <u>\$ 4,117</u> | <u>\$ 2,468</u> | <u>\$ 1,604</u> |

Defined benefit plan — gratuity

The reconciliation of the beginning and ending balances of the projected benefit obligation and the fair value of plans assets for the years ended March 31, 2007 and 2006, and the accumulated benefit obligation at March 31, 2007 and 2006, as follows:

| | Year ended March 31, | |
|---|----------------------|-----------------|
| | 2007 | 2006 |
| Change in projected benefit obligations | | |
| Obligation at beginning of the year | \$ 759 | \$ 494 |
| Translation adjustment | 21 | (9) |
| Service cost | 490 | 205 |
| Interest cost | 53 | 35 |
| Benefits paid | (75) | (65) |
| Business combination | — | 26 |
| Actuarial loss | 23 | 73 |
| Benefit obligation at end of the year | <u>\$ 1,271</u> | <u>\$ 759</u> |
| Change in plan assets | | |
| Plan assets at beginning of the year | \$ 451 | \$ 333 |
| Translation adjustment | 9 | (6) |
| Actual return | 32 | 35 |
| Actual contributions | 83 | 154 |
| Benefits paid | (75) | (65) |
| Plan assets at end of the year | <u>\$ 500</u> | <u>\$ 451</u> |
| Funded status | <u>\$ (771)</u> | <u>\$ (308)</u> |
| Unrecognized net loss | — | 145 |
| Net amount recognized | <u>\$ (771)</u> | <u>\$ (163)</u> |
| Accumulated benefit obligation at end of the year | <u>\$ 747</u> | <u>\$ 528</u> |

The underfunded status of the plan of \$771 and \$163 at March 31, 2007 and 2006, respectively, is recorded as a long-term liability.

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| | Year ended March 31, | | |
|---|----------------------|---------------|---------------|
| | 2007 | 2006 | 2005 |
| Net periodic gratuity cost Service cost | \$ 490 | \$ 205 | \$ 143 |
| Interest cost | 53 | 35 | 24 |
| Expected return on plan asset | (35) | (27) | (26) |
| Amortization | 35 | 8 | 20 |
| Net periodic gratuity cost for the year | <u>\$ 543</u> | <u>\$ 221</u> | <u>\$ 161</u> |

The assumptions used in accounting for the gratuity plan are set out as below:

| | Year ended March 31, | | |
|---|--|--|---|
| | 2007 | 2006 | 2005 |
| Discount rate | 9.8% | 8.0% | 8.0% |
| Rate of increase in compensation levels | 9%-11% for 5 years and 7%-9% thereafter | 9% — 11% for 5 years and 7%-9% thereafter | 9.0% for 5 years and 7.0% thereafter |
| Rate of return on plan assets | 7.5% | 7.5% | 7.0% |

The Company evaluates these assumptions annually based on its long-term plans of growth and industry standards. The discount rates are based on current market yields on government securities adjusted for a suitable risk premium. Plan assets are invested in lower risk assets, primarily debt securities.

The Company expects to contribute \$253 for the year ended March 31, 2008. The expected benefit payments from the fund as of March 31, 2007 are as follows:

| Year ending March 31 | Amount |
|----------------------|-----------------|
| 2008 | \$ 330 |
| 2009 | 349 |
| 2010 | 379 |
| 2011 | 425 |
| 2012 | 411 |
| 2013-2017 | 963 |
| | <u>\$ 2,857</u> |

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The cumulative effect of adopting the provisions of SFAS No. 158 on the Company's statement of financial position at March 31, 2007 are presented in the following table:

| | <u>Prior to adopting SFAS No.</u> | <u>At March 31, 2007 Effect of adopting SFAS No.</u> | <u>As reported at March 31, 2007</u> |
|--|---------------------------------------|--|--|
| Accrued pension liability | \$ 633 | \$ 138 | \$ 771 |
| Accumulated other comprehensive income | \$13,373 | \$(138) | \$13,235 |

The adoption of SFAS No. 158 had no effect on the Company's consolidated statement of operations for the year ended March 31, 2007, or for any prior period presented, and it will not effect the Company's operating results in future periods. Included in accumulated other comprehensive income at March 31, 2007 is the cumulative effect of adoption of SFAS No. 158 amounting to \$138 that has not yet been recognized in net periodic pension cost. The amount included in accumulated other comprehensive income and expected to be recognized in net periodic pension cost during the year ended March 31, 2008 is \$10. No plan assets are expected to be returned to the Company during the year ended March 31, 2008.

9. ACCUMULATED OTHER COMPREHENSIVE INCOME

The changes within each classification of accumulated other comprehensive income (loss) for the years ended March 31, 2007, 2006 and 2005 is as follows:

| | <u>Cumulative translation adjustment</u> | <u>Changes in fair value of Cash flow hedges</u> | <u>Cumulative effect of adoption of SFAS No. 158</u> | <u>Total accumulated other comprehensive income</u> |
|---------------------------|--|--|--|---|
| Balance at April 1, 2005 | \$ 9,200 | — | — | \$ 9,200 |
| Change during the year | (2,086) | — | — | (2,086) |
| Balance at March 31, 2006 | 7,114 | — | — | 7,114 |
| Change during the year | 5,922 | 337 | (138) | 6,121 |
| Balance at March 31, 2007 | <u>\$ 13,036</u> | <u>\$ 337</u> | <u>\$ (138)</u> | <u>\$ 13,235</u> |

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10. SHAREHOLDERS' EQUITY

WNS Holdings has one class of ordinary shares and the holder of each share is entitled to one vote per share. Ordinary shares subscribed relates to options exercised as of the year end but the corresponding shares were not issued at year end.

On July 31, 2006, the Company completed its IPO of American Depositary Shares ("ADSs"), priced at US\$20 per ADS (one ADS is equivalent to one ordinary share). 12,763,708 ADSs were issued of which 4,473,684 related to new ordinary shares and 8,290,024 related to shares sold by selling shareholders. The Company received gross proceeds of \$89,474 from the IPO and incurred \$10,815 towards underwriting discounts and commissions and offering expenses.

11. SHARE BASED COMPENSATION

Share-based compensation expense recognized during the years ended March 31, 2007, 2006 and 2005 were as follows:

| | Year ended March 31, | | |
|--|----------------------|--------------|------------|
| | 2007 | 2006 | 2005 |
| Share based compensation recorded in | | | |
| Cost of revenue | \$ 995 | \$ 127 | \$ 35 |
| Selling, general and administrative expenses | 2,688 | 1,795 | 204 |
| Total share based compensation | <u>3,683</u> | <u>1,922</u> | <u>239</u> |
| Recognized income tax benefit | (671) | — | — |

During the year ended March 31, 2006, the Company recorded compensation expense of approximately \$972 related to the purchase of immature shares (shares held by employees for less than six months after exercise of stock options) by a principal shareholder and approximately \$488 relating to modification of options.

Share-based options

The Company has two share-based incentive plans, the 2002 Stock Incentive Plan adopted on July 1, 2002 and the 2006 Incentive Award Plan adopted on June 1, 2006 (collectively referred to as "the Plans"). Under the Plans, share based options may be granted to eligible participants. Options are generally granted for a term of ten years and have a graded vesting period of upto three years. The Company settles employee share based option exercises with newly issued ordinary shares. As of March 31, 2007, the Company had 2,125,058 ordinary shares available for future grants.

A summary of option activity under the Plans as of March 31, 2007, and changes during the year then ended is presented below:

| | Shares | Weighted average exercise price | Weighted average remaining contract term (in years) | Aggregate intrinsic value |
|--------------------------------|------------------|------------------------------------|---|------------------------------|
| Outstanding at April 1, 2006 | 3,938,404 | \$ 4.39 | | |
| Granted | 754,000 | 22.2 | | |
| Forfeited | (127,297) | 8.1 | | |
| Lapsed | (16,223) | 3.28 | | |
| Exercise of options | (2,047,684) | 2.8 | | |
| Outstanding at March 31, 2007 | <u>2,501,200</u> | <u>\$10.86</u> | 8.5 | \$45,732 |
| Options vested and exercisable | 616,590 | \$ 4.8 | 7.5 | \$15,007 |
| Options expected to vest | 1,819,254 | \$ 12.4 | 8.5 | \$29,659 |

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The aggregate intrinsic value is calculated as the difference between the exercise price of the underlying options and the closing stock price of \$29.14 of the Company's ADS (one ADS is equivalent to one ordinary share) on March 31, 2007.

The aggregate intrinsic value of options exercised during the years ended March 31, 2007, 2006 and 2005 was \$55,466, \$8,661 and \$417, respectively. The total grant date fair value of options vested during the years ended March 31, 2007, 2006 and 2005 was \$2,197, \$1,153 and \$769, respectively. Total cash received as a result of option exercises during the year ended March 31, 2007 was approximately \$6,672. In connection with these exercises the company receives tax benefits in the US and the UK tax jurisdiction which is equal to the difference between the exercise price and the market price on the date of exercise. Such tax benefit realized by the Company for the year ended March 31, 2007 was \$5,899. The adoption of SFAS No. 123(R) requires cash flow classification of certain tax benefits received from share option exercises beginning April 1, 2006. Of the total tax benefits realized, the Company classified excess tax benefits from share-based compensation of \$5,692 as cash flows from financing activities rather than cash flows from operating activities for the year ended March 31, 2007.

As of March 31, 2007, there was \$6,907 of unrecognized compensation cost related to outstanding share options, net of estimated forfeitures. This amount is expected to be recognized over a weighted average period of 2.4 years. To the extent the forfeiture rate is different than what the Company has anticipated, compensation expense related to these awards will be different from the Company's expectations.

The fair value of options granted during the year ended March 31, 2007 was estimated on the date of grant using the Black-Scholes-Merton option-pricing model with the following assumptions:

| | |
|--------------------------|---------|
| Expected life | 6 years |
| Risk free interest rates | 4.9% |
| Volatility | 48.6% |
| Dividend yield | 0% |

The expected life is based on the midpoint of the vesting and the contracted term of the option and the risk free interest rate is based on United States Treasury instruments. Volatility was calculated based on the historical volatility of similar public companies. The Company will assess expected volatility by reference to the Company's historical stock price volatility when such data provides a meaningful benchmark to make such assessment. Forfeitures are estimates based on the Company's historical analysis of actual stock option forfeitures. The Company does not currently pay cash dividends on its ordinary shares and does not anticipate doing so in the foreseeable future. Accordingly, the expected dividend yield is zero. The weighted average grant date fair value of options granted during the years ended March 31, 2007, 2006 and 2005 was \$11.74, \$3.2 and \$3.4, respectively.

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Restricted Shares Units (“RSUs”)

The Company granted RSUs during the year ended March 31, 2007. Each RSU represents the right to receive one ordinary share and vests in three equal annual installments. The fair value of each restricted stock unit is generally the market price of the Company’s stock on the date of grant.

The Company granted 298,500 RSUs during the year ended March 31, 2007. All the RSUs are non-vested as of March 31, 2007 and are expected to vest. The RSUs have a weighted average remaining contract term of 9.38 years and aggregate intrinsic value of \$8,698 as of March 31, 2007.

As of March 31, 2007, there was \$5,316 of unrecognized compensation cost related to unvested RSU, net of forecasted forfeitures. This amount is expected to be recognized over a weighted average period of 2.42 years. To the extent the forfeiture rate is different than what the Company has anticipated, share based compensation related to these awards will be different from the Company’s expectations.

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12. RELATED PARTY TRANSACTIONS

| Name of the related party | Relationship |
|--|--|
| Warburg Pincus | Principal shareholder |
| British Airways Plc. (upto July 31, 2006) | Principal shareholder and significant customer |
| Flovate Technologies Limited ("Flovate") | A company of which a member of management is a principal shareholder |
| Datacap Software Private Limited ("Datacap") | A company of which a member of management is a principal shareholder |

The transactions and the balance outstanding with these parties are described below:

| Nature of transaction/related party | Year ended March 31, | | | Amount receivable (payable) at March 31, | |
|--|----------------------|----------|----------|--|---------|
| | 2007 | 2006 | 2005 | 2007 | 2006 |
| Revenue | | | | | |
| British Airways | \$4,913 | \$14,663 | \$16,369 | \$ 10 | \$1,530 |
| Warburg Pincus and its affiliates | 2,157 | 1,646 | 1,138 | 242 | 288 |
| Cost of revenue | | | | | |
| Flovate | 1,849 | 1,216 | 1,745 | (134) | — |
| Datacap | — | 34 | 11 | — | — |
| Selling, general and administrative expense | | | | | |
| Warburg Pincus affiliate | 202 | 193 | 19 | — | — |
| Flovate | 554 | 288 | 383 | — | — |
| Datacap | 37 | — | — | — | — |
| Property and equipment additions | | | | | |
| Warburg Pincus affiliate | 2,112 | 559 | 1,859 | (17) | (53) |
| Flovate | 2,163 | 1,552 | 1,161 | (95) | (783) |
| Other income | | | | | |
| Flovate | 368 | 250 | — | — | 287 |

WNS (HOLDINGS) LIMITED
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13. OTHER INCOME, NET

Other income, net comprises of:

| | Year ended March 31, | | |
|--|-----------------------------|---------------|---------------|
| | 2007 | 2006 | 2005 |
| Foreign exchange loss, net | \$ (1,388) | \$ (402) | \$ (102) |
| Interest income | 3,468 | 439 | 264 |
| Gain on sale of property and equipment | 101 | 32 | — |
| Other (See Note 12) | 319 | 387 | 10 |
| | <u>\$ 2,500</u> | <u>\$ 456</u> | <u>\$ 172</u> |

14. SEGMENTS

The Company had several operating segments including travel, insurance, auto claims (WNS Assistance) and others, including knowledge services and healthclaims.

The Company believes that the business process outsourcing services that it provides to customers in industries such as travel, insurance, Ntrance and others are similar in terms of services, service delivery methods, use of technology, and long-term gross profit and hence meet the aggregation criteria under SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information". However, WNS Assistance ("WNS Auto Claims BPO"), which provides automobile claims handling services, does not meet the aggregation criteria under SFAS No. 131. Accordingly, the Company has determined that it has two reportable segments "WNS Global BPO" and "WNS Auto Claims BPO".

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In order to provide Accident Management services, the Company arranges for the repair through a network of repair centers. Repair costs are invoiced to customers. Amounts invoiced to customers for repair costs paid to the automobile repair centers is recognized as revenue. The Company uses revenue less repair payments as a primary measure to allocate resources and measure segment performance. Revenue less repair payments is a non-GAAP measure which is calculated as revenue less payments to repair centers. The Company believes that the presentation of this non-GAAP measure in the segmental information provides useful information for investors regarding the segment's financial performance. The presentation of this non-GAAP information is not meant to be considered in isolation or as a substitute for the Company's financial results prepared in accordance with US GAAP.

| | Year ended March 31, 2007 | | | Total |
|--|---------------------------|------------------------|-----------------------|------------|
| | WNS Global BPO | WNS Auto Claims BPO | Inter segments (a) | |
| Revenue from external customers | \$ 193,518 | \$ 158,768 | \$ — | \$ 352,286 |
| Segment revenue | 194,992 | 158,768 | (1,474) | 352,286 |
| Payments to repair centers | — | 132,586 | — | 132,586 |
| Revenue less repair payments | 194,992 | 26,182 | (1,474) | 219,700 |
| Depreciation | 12,782 | 1,984 | — | 14,766 |
| Other costs | 154,948 | 19,126 | (1,474) | 172,600 |
| Segment operating income | 27,262 | 5,072 | — | 32,334 |
| Unallocated share-based compensation expense | | | | (3,683) |
| Amortization of intangible assets | | | | (1,896) |
| Other income | | | | 2,500 |
| Interest expense | | | | (100) |
| Income before income taxes | | | | 29,155 |
| Provision for income taxes | | | | (2,574) |
| Net income | | | | \$ 26,581 |
| Capital expenditure | \$ 24,731 | \$ 2,744 | \$ — | \$ 27,475 |
| Segment assets, net of eliminations as at March 31, 2007 | \$ 206,366 | \$ 69,515 | \$ — | \$ 275,881 |

Two customers in the WNS Global BPO segment accounted for more than 10% each of the Company's revenue for the year ended March 31, 2007.

(a) This represents invoices raised by WNS Global BPO on WNS Auto Claims BPO for business process outsourcing services rendered by the former to the latter.

WNS (HOLDINGS) LIMITED
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| | Year ended March 31, 2006 | | | Total |
|--|---------------------------|------------------------|-----------------------|------------|
| | WNS Global BPO | WNS Auto Claims BPO | Inter segments (a) | |
| Revenue from external customers | \$ 123,226 | \$ 79,583 | \$ — | \$ 202,809 |
| Segment revenue | 125,229 | 79,583 | (2,003) | 202,809 |
| Payment to repair centers | — | 54,904 | — | 54,904 |
| Revenue less repair payments | 125,229 | 24,679 | (2,003) | 147,905 |
| Depreciation | 8,677 | 1,775 | — | 10,452 |
| Other costs | 99,040 | 17,762 | (2,003) | 114,799 |
| Segment operating income | 17,512 | 5,142 | — | 22,654 |
| Unallocated share-based compensation expense | | | | (1,922) |
| Amortization of intangible assets | | | | (856) |
| Other income | | | | 456 |
| Interest expense | | | | (429) |
| Income before income taxes | | | | 19,903 |
| Provision for income taxes | | | | (1,574) |
| Net income | | | | \$ 18,329 |
| Capital expenditure | \$ 12,689 | \$ 2,204 | \$ — | \$ 14,893 |
| Segment assets, net of eliminations as at March 31, 2006 | \$ 92,415 | \$ 42,388 | \$ — | \$ 134,803 |

One customer in the WNS Global BPO segment accounted for 13% of the Company's revenue for the year ended March 31, 2006.

(a) This represents invoices raised by WNS Global BPO on WNS Auto Claims BPO for business process outsourcing services rendered by the former to the latter.

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| | Year ended March 31, 2005 | | | Total |
|--|---------------------------|------------------------|-----------------------|------------|
| | WNS Global BPO | WNS Auto Claims BPO | Inter segments (a) | |
| Revenue from external customers | \$ 76,982 | \$ 85,191 | \$ — | \$ 162,173 |
| Segment revenue | 78,595 | 85,191 | (1,613) | 162,173 |
| Payments to repair centers | — | 63,186 | — | 63,186 |
| Revenue less repair payments | 78,595 | 22,005 | (1,613) | 98,987 |
| Depreciation | 6,905 | 1,536 | — | 8,441 |
| Other costs (b) | 77,772 | 17,116 | (1,613) | 93,275 |
| Segment operating income (loss) | (6,082) | 3,353 | — | (2,729) |
| Unallocated share-based compensation expense | | | | (239) |
| Amortization of intangible assets | | | | (1,416) |
| Other income | | | | 172 |
| Interest expense | | | | (496) |
| Loss before income taxes | | | | (4,708) |
| Benefit for income taxes | | | | 1,068 |
| Net loss | | | | \$ (5,776) |
| Capital expenditure | \$ 16,343 | \$ 1,924 | \$ — | \$ 18,267 |
| Segment assets, net of eliminations as at March 31, 2005 | \$ 48,709 | \$ 49,270 | \$ — | \$ 97,979 |

Two customers in the WNS Global BPO segment accounted for over 10% each of the Company's revenue for the year ended March 31, 2005.

(a) This represents invoices raised by WNS Global BPO on WNS Auto Claims BPO for business process outsourcing services rendered by the former to the latter.

(b) WNS Global BPO includes cost of customer resources of \$19,159 during a transfer period. Refer to Note 2, cost of revenue.

The Company's revenue by geographic area is as follows:

| | Year ended March 31, | | |
|----------------------|----------------------|-------------------|-------------------|
| | 2007 | 2006 | 2005 |
| UK | \$ 189,854 | \$ 126,866 | \$ 105,552 |
| US | 80,767 | 49,134 | 28,004 |
| Europe (excludes UK) | 78,955 | 25,421 | 27,730 |
| Other | 2,710 | 1,388 | 887 |
| | <u>\$ 352,286</u> | <u>\$ 202,809</u> | <u>\$ 162,173</u> |

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The Company's long-lived assets by geographic area are as follows:

| | March 31, | |
|-------|------------------|------------------|
| | 2007 | 2006 |
| UK | \$ 25,852 | \$ 23,720 |
| India | 57,084 | 29,324 |
| US | 2,382 | 18,621 |
| Other | 959 | 1,445 |
| | <u>\$ 86,277</u> | <u>\$ 73,110</u> |

15. COMMITMENTS AND CONTINGENCIES

Leases

The Company has entered into various non-cancelable operating lease agreements for certain offices with original lease periods expiring between 2007 and 2015. The Company is also required to pay a portion of the related operating expenses under certain of these lease agreements. These operating expenses are not included in the table below. Certain of these arrangements have free or escalating rent payment provisions. The Company recognizes rent expense under such arrangements on a straight line basis.

Future minimum lease payments under capital leases and non-cancelable operating leases consisted of the following at March 31, 2007:

| Year ending March 31, | Capital leases | Operating leases |
|---|-------------------|---------------------|
| 2008 | \$ 12 | \$ 10,815 |
| 2009 | 2 | 9,212 |
| 2010 | — | 8,126 |
| 2011 | — | 7,117 |
| 2012 | — | 4,962 |
| Thereafter | — | 3,488 |
| Total minimum lease payments | <u>\$ 14</u> | <u>\$ 43,720</u> |
| Amounts representing interest | (1) | |
| Present value of net minimum lease payments | <u>\$ 13</u> | |
| Obligation under capital leases: | | |
| Long-term | — | |
| Current | 13 | |
| | <u>\$ 13</u> | |

Rental expenses for operating leases with step rents are recognized on a straight-line basis over the minimum lease term. Rental expense recognized without a corresponding cash payment is reported as deferred rent in the consolidated balance sheet. Rental expense for the years ended March 31, 2007, 2006 and 2005 was \$9,096, \$6,535 and \$4,323, respectively.

Bank guarantees and other

Certain subsidiaries in India hold bank guarantees aggregating \$294 and \$457 as at March 31, 2007 and 2006, respectively. These guarantees have a remaining expiry term of approximately one to four years.

Restricted time deposits placed with bankers as security for guarantees given by them to regulatory authorities in India, aggregating to \$301 and \$457 at March 31, 2007 and 2006, respectively, are included in other current assets. These deposit represents cash collateral against bank guarantees issued by the banks on behalf of the Company to third parties.

WNS (HOLDINGS) LIMITED
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Amounts payable for commitments to purchase of property and equipment (net of advances), aggregated to \$1,964 and \$4,309 as at March 31, 2007 and 2006, respectively.

At March 31, 2007, the Company had an unused line of credit of Rs.370,000 (\$8,502).

16. SUBSEQUENT EVENTS

AVIVA Sri Lanka Facility

On January 1, 2007, AVIVA, one of the major customers of the Company, exercised its call option provided under the Company's contract with AVIVA, requiring the Company to transfer the AVIVA Sri Lanka facility to AVIVA effective July 1, 2007. The Company does not expect to recognize a significant gain or loss with respect to this transition.

Acquisitions

Marketics Technologies (India) Private

On April 22, 2007 the Company signed a definitive agreement for acquisition of Marketics Technologies (India) Private Limited ("Marketics"), engaged in offshore analytics services for a cash consideration of \$30 million. The Share Purchase Agreement also provides for a contingent earn-out consideration of an amount not exceeding \$35 million, if certain performance targets are met. The Company is in the process of completing the purchase price allocation and expects to include the results of operations of Marketics from May 1, 2007.

Flovate Technologies Limited

On March 12, 2007, the Company signed a non-binding letter of intent for the acquisition of Flovate Technologies Limited, which is engaged in the development and maintenance of software products and solutions.

DATED APRIL 20, 2007

SHARE PURCHASE AGREEMENT

AMONGST

THE SELLING SHAREHOLDERS

AND

MARKETICS TECHNOLOGIES (INDIA) PRIVATE LIMITED

AND

WNS (MAURITIUS) LIMITED



amarchand mangaldas

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) dated this 20th day of April, 2007:

AMONGST

1. The Persons more fully mentioned in **Schedule 1** hereto who shall be singularly referred to as the “**SELLING SHAREHOLDER**” and collectively as the “**SELLING SHAREHOLDERS**” which expression shall unless otherwise stated in this Agreement, include its successors and permitted assigns of the **FIRST PART**;

AND

2. **MARKETICS TECHNOLOGIES (INDIA) PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and having its registered office at # 1137, RG Towers, 100 Feet Road, Indiranagar, Bangalore 560038 (hereinafter referred to as “**Marketics**” or the “**Company**”, which expression shall unless otherwise stated in this Agreement, include its successors and permitted assigns) of the **SECOND PART**;

AND

3. **WNS (MAURITIUS) LIMITED**, a company incorporated under the laws of the Republic of Mauritius, and having its registered office at 10, Frere Felix de Valois Street, Port Louis, Mauritius (hereinafter referred to as “**WNS**” or the “**Purchaser**”, which expression shall unless otherwise stated in this Agreement, include its Parent, Subsidiaries, Affiliates, successors and permitted assigns) of the **THIRD PART**.

(Each of the Selling Shareholders, the Company and the Purchaser shall, with reference to this Agreement, be hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”).

WHEREAS

- (A) The Company is in the business of the provision of technology-enabled analytics services which use a variety of data-mining and statistical tools to help companies maximize the value of their data and more efficiently and effectively develop and implement their strategies, to support a variety of crucial tasks, including sales and marketing, customer service and business planning, as also advisory activities combining the use of applied statistics and business expertise with advanced data-handling techniques, data mining, segmentation and predictive modelling.
- (B) As of the date of this Agreement, the authorized share capital of the Company is Rs. 2,000,000 consisting of 2,000,000 Shares of Re. 1 each (as defined hereinafter). The issued and paid up share capital of the Company is Re. 16,18,060 consisting of 16,18,060 equity shares of Rs. 1 each.
- (C) The Selling Shareholders (other than the Founders) are collectively the legal and beneficial owners of 692,960 Shares. The Founders are collectively the legal and beneficial owners of 925,100 Shares.
- (D) The 1,618,060 Shares held by the Selling Shareholders (the “**Sale Shares**”) represent the total issued and paid up share capital of the Company.
- (E) The Selling Shareholders have agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares (“**Proposed Transaction**”).
- (F) The Parties are now desirous of entering into this Agreement to record the mutual rights and obligations for the purchase of the Sale Shares by the Purchaser.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalised terms used in this Agreement shall have the following meaning:

“Act” shall mean the Companies Act, 1956 and shall include any amendment thereto.

“Affiliate” shall mean, with respect to any Party, any other Person directly or indirectly controlling, controlled by or under common control with such Party. For the purposes of this definition, the term “control” (including with correlative meaning, the terms “controlled by” and “under common control with”) as applied to any Party, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that Party whether through ownership of voting securities, by contract, or otherwise.

“Applicable Law” or **“Law”** means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange in India or overseas.

“Approvals” shall mean any permission, approval, consent, license, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling to or from any governmental authority required under any statute or regulation, or pursuant to any governmental policy, or pursuant to any contract entered into by the Company, for consummation of the transactions contemplated under this Agreement.

“Audited Net Income” shall mean the Net Income of the Company for the Earnout Period.

“Balance Sheets” shall mean:

- (a) audited accounts and financial statements for the years up to March 31, 2006; and
- (b) unaudited accounts and financial statements for the financial year ending to March 31, 2007.

of the Company, as the context may require.

“Balance Sheet Date” shall mean March 31, 2007.

“Board of Directors” or **“Board”** shall mean the board of directors of the Company, in office at the applicable time.

“Business” shall mean the business of the provision of technology-enabled analytics services primarily in the area of sales and marketing and customer

service which use a variety of data-mining and statistical tools to help companies maximize the value of their data and more efficiently and effectively develop and implement their strategies, to support a variety of crucial tasks, including sales and marketing, customer service and business planning, as also advisory activities combining the use of applied statistics and business expertise with advanced data-handling techniques, data mining, segmentation and predictive modelling and any other business as may be engaged in by the Company after the date hereof. Business shall not include market research and financial research.

“Business Agreements” shall mean all such agreements entered into by the Company in respect of its Business including Customer Contracts.

“Business Day” shall mean a day on which the banks are generally open for business in Bangalore, Mauritius and Mumbai.

“Business Plan” shall mean the Business Plan of the Company, effective from the Effective Date, set out in Schedule 2, as may be amended from time to time by the mutual consent of the Purchaser and the Founders.

“Cause for Earnout Determination” shall mean, and always in relation to the determination of the Earnout Consideration and/or adverse impact on Net Income:

- i) any material deviation from the Business Plan by the Founders other than with the prior written consent of the Purchaser; or
- ii) unremedied non-compliance by any Founder with respect to such reporting requirements (as shall be mutually agreed between the Parties as a Condition Precedent under Clause 3.2), for period in excess of 10 days thereafter; or
- iii) unremedied non-compliance by any Founder with Applicable Law applicable to the Company for a period in excess of 5 days.

“Cause for Employment” shall mean, and always in relation to the employment of the Founders and the Key Employees:

- (i) a willful material failure or gross negligence by the respective Founders and the Key Employees to perform all or a material part of his duties laid out under Annexure A of their respective Employment Contracts, other than the non-achievement of the Business Plan or observe the terms of employment as contained therein or to follow the stated policies of the Company/Subsidiary and parent company as notified or his failure to comply with any material term of such Employment Contract or notified employment policies;
- (ii) conviction for an offence prosecutable with imprisonment exceeding three years and/or a fine of Rs. 50,000 or more;
- (iii) material unremedied breach (in excess of 5 Business Days) of the Employment Contracts;

(iv) Charges being framed against the relevant Founders and/or Key Employees for an offence of theft, fraudulent, or felonious act (“Crime of Moral Turpitude”) committed against the Company/ Subsidiary or its Affiliates, as applicable.

“**CCI Guidelines**” shall mean the guidelines issued by the erstwhile Controller of Capital Issues in relation to valuation of the shares of a company.

“**Change of Control**” shall mean any change in the power to direct the management or policies of a Person, whether through the ownership of over 25% of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, or having rights of veto, through contractual arrangements or otherwise.

“**Charter Documents**” shall mean the articles of association and memorandum of association of the Company.

“**Closing Consideration**” shall mean the sum of USD 30 million.

“**Collection Account**” shall mean the account titled “Collection Account — WNS-Sellers Escrow” opened and operated by the Indian Escrow Agent.

“**Conditions Precedent**” shall have the meaning assigned to it in Clause 3.2.

“**Customer Contracts**” shall mean any agreement or contracts executed by the Company with any of its customers as listed in Schedule Q to the Disclosure Letter.

“**Damages**” shall have the meaning assigned to it in Clause 9.2.

“**Definitive Agreements**” shall mean i) this Agreement, ii) the Escrow Agreement and iii) the Employment Agreements.

“**Disclosure Letter**” shall mean the letter dated as of the Effective Date and the First Closing Date, from the Selling Shareholders to the Purchaser providing disclosures and information in relation to the representations and warranties contained in Clause 7.1.

“**E&Y**” shall mean Ernst & Young, a partnership firm in India.

“**Earnout Consideration**” shall mean the variable consideration calculated based on the Audited Net Income and shall be calculated as follows:

[(15 x Audited Net Income) less USD 30 Million]

The Earnout Consideration shall in no circumstances exceed USD 35 Million and will not be below USD 0.

Whilst computing the Earnout Consideration, the interest on any money borrowed by the Company from any external party (including the Purchaser), with the prior written concurrence of the Founders shall be charged to the income statement of the Company for the purposes of determining the Earnout Consideration payable. It is hereby clarified that, any debt availed by the Company with the prior written concurrence of the Founders and outstanding as on March 31, 2008 (in excess of the amounts spent on the US GAAP audit of the Company for the Financial Year 2006-07) shall be deducted from Earnout Consideration payable under Clause 4. However, in respect of any debt availed by the Company without the prior written concurrence of the Founders (including interest payable on such debt), no deduction shall be made from the income statement of the Company and accordingly no adjustment shall be made against the Earnout Consideration.

Further, for the purposes of calculating the "Earnout Consideration", revenues and Net Income in respect of any work undertaken by the Company during the financial year ended March 31, 2007 (as evidenced by Management Financial Statements for financial year ended March 31, 2007) but recognized under US GAAP for the financial year ended March 31, 2008 shall be disregarded. Provided that work-in-progress ("WIP") as of March 31, 2008 (to the extent permitted under US GAAP) as recognized in the audited US GAAP financial statements of the Company for the period ended March 31, 2008 shall be included in the above determination.

It is further clarified that any accounts receivable written off in the audited US GAAP financial statements for financial year ended March 31, 2007, but collected in financial year ended March 31, 2008 shall not be added to Audited Net Income for the purpose of determining Earnout Consideration. Also, any accounts receivable written off in the audited US GAAP financial statements for financial year ended March 31, 2008, but collected by the earlier of June 15, 2008 or the date on which the schedule of Earnout Consideration gets audited, shall be added to Audited Net Income for the purpose of determining Earnout Consideration. In addition, in the event that any part of the Total Purchase Consideration paid, is treated as expense in the income statement of the Company for the year ending March 31, 2008, under US GAAP, due to the Non-Compete obligation undertaken by the Founders and Key Employees, then such deemed expense shall be added back to the Audited Net Income and shall not adversely impact the Earn Out Consideration.

For the purpose of calculating Earnout Consideration, the following shall be added to the Net Income Before Tax:

In respect of the total revenues earned by the Purchaser from any of customers as listed in Schedule 14 herewith for the Financial Year ended March 31, 2008, if the

Purchaser earns any excess revenue over and above the projected revenue from such customers as provided in Schedule 14, and if the Purchaser in its sole discretion determines that the Company were involved in such sales in respect of such customers and that such work was carried out by the Purchaser, 10% of such excess revenue earned by the Purchaser for the Financial Year ended March 31, 2008, above the projected total revenue for the said period shall be added to the Net Income Before Tax of the Company.

“Earnout Payment Date” shall mean July 15, 2008.

“Earnout Period” shall mean the period from April 1, 2007 to March 31, 2008.

“Effective Date” shall mean the date of execution of this Agreement

“Employment Contracts” shall mean the employment contracts entered into by the Founders and the Key Employees with the Company, in form and substance satisfactory to the Purchaser.

“Encumbrance” shall mean:

- (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, pre-emptive right, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation a contract to give or refrain from giving any of the foregoing, including any restriction imposed under Applicable Law or contract on the transferability of the Sale Shares or any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law;
- (ii) any proxy, power of attorney, voting trust agreement, interest, option, in favour of any Person; and
- (iii) any adverse claim as to title, possession or use.

“Escrow Agents” shall mean Indian Escrow Agent and Foreign Escrow Agent.

“Escrow Agreements” shall mean the Indian Escrow Agreement and Foreign Escrow Agreement executed by and among the Purchaser, the Selling Shareholders, the Company and the Escrow Agents simultaneously with the execution of this Agreement.

“Existing Directors” shall mean the Directors on the Board as of the Effective Date.

“Expert” shall have the meaning given to such term in Clause 5.4.

“Financial Year” shall mean the year starting on April 1 and ending on March 31 every year.

“First Closing Date” or **“First Closing”** shall mean the date on which the Conditions Precedent are completed to the satisfaction of the Purchaser (which is no later than 2 Business Days from the date on which the last of Conditions Precedent is satisfied).

“First Tranche Consideration” shall mean the payment for the First Tranche Shares and shall be an amount of USD 27,493,269.

“First Tranche Shares” shall mean 1,215,163 Shares representing 75.1% of the paid up share capital of the Company.

“Force Majeure” shall mean the following events and circumstances to the extent that they, or their consequences, have a direct impact on the performance by any Party of its duties, obligations or responsibilities under this Agreement:

- (i) acts of god, including without limitation fire, storms, floods, earthquake or lightning;
- (ii) war, hostilities, terrorist acts, riots, civil commotion or disturbances, change in governmental laws, orders or regulations (including orders of any court or judicial/quasi judicial or any regulatory authority) adversely affecting or preventing due performance by any Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, central or state in India or overseas, or any agency thereof, sabotage, explosions;
- (iii) strikes, lockouts or other concerted industrial action.

“Foreign Escrow Agent” shall mean CITIBANK, N.A, London Branch appointed to perform the functions of an escrow agent as per the terms and conditions of the Foreign Escrow Agreement.

“Foreign Escrow Agreement” shall mean an agreement executed by the Selling Shareholders, the Company, the Purchaser and CITIBANK, N.A, London Branch for creation of an escrow with CITIBANK, N.A, London Branch to hold the Second Tranche Escrow Consideration for the period until the Second Closing Date.

“Founders” shall mean i) Vinay Mishra, aged 34 years, residing at 1 Surrey Drive, Norwalk, CT 06851, USA, ii) S. Ramakrishnan aged 35 years, residing at No 553, 16th Cross, Indiranagar, Bangalore — 560 038, and iii) Shankar Maruwada aged 35 years, No. 5 A Krystal Apartments, 80 Feet Road, Bangalore 560 075, collectively and the term “Founder” shall mean any one of them.

“Governmental Permits” shall have the meaning assigned to it in paragraph 6.1(k) of Schedule 4.

“Historical Revenue” shall mean revenue as per the Balance Sheets:

“Indemnitors” shall have the meaning assigned to it in Clause 9.2.

“Indian Escrow Agent” shall mean Citibank, N.A, Mumbai Branch appointed to perform the functions of an escrow agent as per the terms and conditions of the Indian Escrow Agreement.

“Indian Escrow Agreement” shall mean an agreement executed by the Selling Shareholders, the Company, the Purchaser and Citibank, N.A, Mumbai Branch for creation of an escrow to hold the shares of all the Selling Shareholders for the period until the Second Closing Date.

“Indian GAAP” shall mean generally accepted accounting principles prescribed by the Institute of Chartered Accountants of India.

“Information” shall have the meaning assigned to it in Clause 13.

“Intellectual Property” shall have the meaning assigned to it in paragraph 6.1(l) of Schedule 4.

“Key Employees” shall mean the employees of the Company listed in Schedule 5.

“Material Adverse Effect” means, subject to Force Majeure, any change including but not limited to any change, event or effect that is materially adverse to the Business, assets (including intangible assets), financial condition or operations of the Company, provided that the term shall not include:

- (i) provision of loans to employees prior to March 31, 2007 as detailed in Schedule 6 attached herewith.
- (ii) any changes in tax laws and other statutes (for instance, adverse impact on the profitability due to the effect of Minimum Alternate Tax levied as per the current Budget); and
- (iii) Any change, event or effect effected or undertaken at the instance and request of the Purchaser.

Provided further that any Material Adverse Effect caused by any Law enacted after the date hereof that have or will come into force with retrospective effect cannot be considered for this purpose.

“Net Income” shall mean the income of the Company after all applicable taxes, as determined in the financial statements prepared in accordance with US GAAP with US Dollar as reporting currency.

“PAT” shall mean profits after Tax determined in accordance with Indian GAAP.

“Person” means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.

“Proposed Transaction” shall have the meaning given to it in Recital E above.

“Purchaser Indemnified Person” shall have the meaning assigned to it in Clause 9.2.

“Rs” or “Rupees” shall mean the lawful currency of India.

“Second Closing Date” shall have the meaning set out in Clause 4.2.

“Sale Shares” shall have the meaning given to such term in Recital D.

“Second Tranche Consideration” shall mean the sum of the Second Tranche Escrow Consideration and the Earn Out Consideration, if any, both of which are terms as defined hereinafter.

“Second Tranche Escrow Consideration” shall mean the sum of USD 2,506,731, being the price for the Second Tranche Shares determined in accordance with the CCI Guidelines.

“Second Tranche Shares” shall mean 402,897 Shares representing 24.9% of the paid up share capital of the Company.

“Shareholders” shall mean the shareholders of the Company.

“Shares” shall mean the equity shares of the Company having a face value of Rs. 1 each.

“Stock Options” shall mean (i) any employees stock options granted by the Company and/ or the Subsidiaries to their employees under any stock option plan or stock purchase plan or any other similar employee benefit schemes as may be relevant until the date hereof, and/or (ii) any right under any agreement or arrangement granting a Person right to subscribe to the share of the Company.

“Subsidiary” shall mean Marketics Inc, a company incorporated in United States of America under the laws of Delaware and shall include a subsidiary of the Company as defined under the Act.

“**Tax**” or collectively “**Taxes**” shall mean any and all applicable taxes as on the Effective Date and as on the First Closing Date relating to the Company and its Subsidiaries .

Provided that no liability shall lie upon any Party making any representations or warranties under this Agreement in respect of any Law enacted after the date hereof, and that may have or will come into force with retrospective effect.

“**Tax Returns**” shall mean any and all returns, estimates, information statements, reports and any other filings mandatorily required by Law relating to Taxes required to be filed by the Company with any Person.

“**Third Party Claim**” shall have the meaning assigned to it in Clause 9.6.

“**Total Purchase Consideration**” shall mean the sum of the Closing Consideration and the Earnout Consideration.

“**United States**” shall mean the United States of America.

“**US GAAP**” shall mean generally accepted accounting principles in the United States.

“**USD**” shall mean United States Dollars, the lawful currency of the United States.

1.2 Interpretation

- (a) Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.
- (b) Unless the context of this Agreement otherwise requires:
 - (i) words using the singular or plural number also include the plural or singular number, respectively;
 - (ii) words of any gender are deemed to include the other gender;
 - (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
 - (iv) the term “Clause” refers to the specified Clause of this Agreement;
 - (v) reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the date

hereof, from time to time, be amended, supplemented or reenacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;

- (vi) "Knowledge" when used in respect of the Company, the Founders and/or the Selling Shareholders, shall mean all the data, facts and/or information by whatever name called that is within the Knowledge of the Company or the Founders or, insofar as such matters relate to the operations of the Company Krishnaraj Venkatraman or, insofar as such matters relate to the books of accounts of the Company Ruchi Kapoor, provided that the Company or the Founder(s) or Krishnaraj Venkatraman or Ruchi Kapoor shall have made due and diligent inquiry, including from all relevant employees, directors, officers and consultants of the Company or Selling Shareholders;
- (vii) reference to the word "include" shall be construed without limitation;
- (viii) the Schedules hereto shall constitute an integral part of this Agreement;
- (ix) references to the terms "term loan" and "working capital loan" shall not include (i) any customer advances that may have been received at any time or (ii) any current liabilities and provisions which may also include amounts due to employees on account of any reimbursements, vendors or creditors (other than those due to banks or financial institutions) of the Company.

2. AGREEMENT TO SELL AND PURCHASE SHARES

Subject to the terms and conditions of this Agreement, in consideration of the Total Purchase Consideration to be paid by the Purchaser to the Selling Shareholders, in the manner hereinafter set out, and in consideration of the mutual covenants set out herein, each Selling Shareholder agrees to sell and the Purchaser agrees to purchase from the Selling Shareholders all of the Sale Shares along with the good will, by purchasing the First Tranche Shares on the First Closing Date, and the Second Tranche Shares on the Second Closing Date, free from all and any Encumbrance whatsoever and together with all rights and advantages now and hereafter attaching or accruing thereto (save for such rights that have been revoked or already provided in favour of the Purchaser at First Closing Date), so that the Purchaser will upon transfer of the Sale Shares in its name, receive full legal and beneficial ownership and all shareholder rights relating thereto. The sale and purchase of the Sale Shares, together with the

payment of the Total Purchase Consideration as mentioned hereinabove shall be effected in accordance with Table 1 herein below.

Table 1

| Particulars | Percentage of Shares Transferred | Consideration Amount Payable | Date of Transfer of Shares & Payment Date |
|-----------------------|---|-------------------------------------|--|
| First Tranche Shares | 75.1% | First Tranche Consideration | First Closing Date |
| Second Tranche Shares | 24.9% | Second Tranche Consideration | On or before Earnout Payment Date |
| Total | 100.00% | | |

3. FIRST TRANCHE CONSIDERATION AND FIRST CLOSING DATE

- 3.1** (i) Subject to Clause 3.2 below, on the First Closing Date the Purchaser shall pay to the Selling Shareholders the First Tranche Consideration as payment for the First Tranche Shares, in accordance with Schedule 8.
- (ii) Notwithstanding anything contained in this Agreement, in the event that the Company has any secured or unsecured term loan or working capital loan availed, or agreed to be availed, from any Person prior to the First Closing Date; such sum shall be deducted from the First Tranche Consideration and paid directly to the respective creditors on First Closing Date and/or such other dates as required per their contracts with the Company, The remaining amounts shall be paid to the Selling Shareholders pro rata.
- 3.2** The obligation of the Purchaser to acquire the First Tranche Shares and make payment of the First Tranche Consideration shall be conditional upon the satisfaction (or, where permissible under Applicable Law, waiver by the Purchaser at its sole discretion) of the following conditions precedent (the “**Conditions Precedent**”):
- (a) The execution of the Definitive Agreements and closing documents in the formats appended hereto;
- (b) The receipt of all corporate approvals and the regulatory Approvals as required to be obtained by the Selling Shareholder and/ or the Company to the satisfaction of the Purchaser including as provided in Schedule 9;
- (c) All of the Company’s, the Selling Shareholders’ (other than the Founders) and the Founders’ representations and warranties in this Agreement (considered collectively), and each of the representations and warranties

(considered individually) as set forth in Clause 7.1 hereof, shall be true and fair in all respects as of the Effective Date and as of the First Closing Date and the Selling Shareholders (including Founders) shall have performed and complied with all, and not be in breach or default under any agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the First Closing Date;

- (d) There shall not have been any proceeding, order, or injunction, which (i) prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated under the Definitive Agreements, or (ii) imposes conditions upon the ownership or substantially obstructs the operations of the Company or its Subsidiaries or which prevents the Purchaser from purchasing the Sale Shares and no law shall have been, promulgated, adopted, enacted or entered or otherwise made effective by any Governmental Authority after the Balance Sheet Date that has or would prevent the Purchaser from performing its obligations hereunder;
- (e) The Company shall not have any secured or unsecured term loans or working capital loans from any Person, other than as disclosed in the Disclosure Letter,;
- (f) The Business Plan shall have been prepared by the Company and agreed to by the Founders and the Purchaser. Prior to First Closing, the Purchaser shall accord its assent or approval of the Business Plan in writing to the Company and the Founders;
- (g) The Company shall have been operated between the Effective Date and the First Closing Date in the same or similar manner as on the Effective Date;
- (h) The Company shall not have transferred, Encumbered or otherwise disposed of any of its assets as set out in the Balance Sheets of the Company in excess of the value of Rs. 20,00,000 (cumulative) without the prior consent of the Purchaser, except in the ordinary course of business;
- (i) The Company shall not have announced or paid any dividends or other forms of distribution to any shareholder (however, payments for services rendered or employment in the ordinary course of business shall be excepted), in the period between March 7, 2007 and the First Closing Date;
- (j) There shall be no Encumbrance on the Sale Shares, save for such Encumbrances already made in favour of the Purchaser by way of this Agreement, and all necessary approvals for the transfer of the same shall have been obtained from the Selling Shareholders;

- (k) The Founders delivering to the Purchaser, the Disclosure Letter, the contents of which are acceptable to the Purchaser;
- (l) All assets required to operate the Business during the Earnout Period, in the same or similar manner as conducted prior to the Effective Date, are in the Company and its Subsidiary;
- (m) On First Closing Date, the Company will terminate the following agreements and ensure that there will be no continuing obligations arising out of these agreements, liabilities arising out of these agreements or outstanding dues owed by the Company and/ or the Selling Shareholders to any other parties thereunder.
 - (i) Shareholders Agreement dated August 21, 2004 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra and Mr. Shankar Maruwada;
 - (ii) Subscription Agreement dated November 1, 2004 entered into between the Company and Mr. Glen M. Springer which termination shall be effective from April 1, 2007;
 - (iii) Shareholders Agreement dated July 18, 2005 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra , Mr. Shankar Maruwada and M/s Tawny Dove Limited;
 - (iv) Shareholders Agreement dated December 23, 2005 entered into between the Company, Mr. Raji Raju, Mr. S. Ramakrishna, Mr. Vinay Mishra, Mr. Shankar Maruwada, Mr. Ganesh Krishnan, Spark Capital Advisors and M/s Tawny Dove Limited;
 - (v) Share Subscription Agreement dated November 1, 2005 entered into between the Company and Infernotions Corporation; and
 - (vi) Share Subscription Agreement dated August 17, 2006 entered into between the Company and M.S.Krishnan.
- (n) The Company shall have obtained letters (in the format as provided in Schedule 18A) from each of the Selling Shareholders other than the Founders, K.Ganesh, Tawny Dove Ltd, Spark Capital Advisors (India) Private Limited, Raji Raju, Glen Springer, Infernotions Corporation, M S Krishnan confirming that there are no options outstanding in their favour, that they have no rights whatsoever to be issued any shares in the Company or the Subsidiary after the Effective Date, and also stating their respective designated bank accounts to which the First Closing

Consideration shall be paid by the Purchaser in accordance with Clause 3.1(i) and confirming that the undated cheques delivered by each of them under sub-clause 3.2 (q) are in respect of total repayment of loans (with no outstanding dues thereafter) availed by each of them from the Company for exercise of any of their Stock Options prior to the date hereof. In addition, the Company shall have obtained letters (in a form as provided in Schedule 18B) from Glen Springer and Infernotions Corporation confirming that there are no options outstanding in their favour, that they have no rights whatsoever to be issued any shares in the Company or the Subsidiary after the Effective Date and also stating their respective designated bank accounts to which the First Closing Consideration shall be paid by the Purchaser in accordance with Clause 3.1(i).

- (o) The Company shall have terminated any or all powers granted to Founders under any power of attorney or board resolution and have issued the necessary powers to the Founders/Key Employees with powers vide a Board Resolution to operate the Company with full authority pursuant to Clause 5.3 of this Agreement in a form to be mutually agreed between the Parties.
- (p) The Parties shall have mutually agreed to the form and substance of reporting requirements to be complied with by the Founders as provided in the definition of **“Cause for Earnout Determination”**.
- (q) The Employees listed in the Schedule 6 herewith shall have delivered to the Company undated cheques favouring the Company for an amount indicated against the name of each Employee mentioned in the said Schedule.
- (r) The Company shall have provided the Board resolutions and Forms 2 filed with the Registrar of Companies, Karnataka in respect of the allotment of Equity Shares made by the Company:
 - (i) on March 31, 2007; and
 - (ii) to Mr. S. Ramakrishnan, Mr. Vinay Mishra, Mr. Shankar Maruwada, Tawny Dove Limited, Mrs. Raji Raji, Mr. Glen Springer, and Infernotions Corporation.
- (s) Each of the advisors of the Company, viz. Spark Capital Advisors, ALMT Legal and Grant Thornton, shall have terminated their respective agreements executed with the Company in relation to the transaction contemplated under this Agreement and shall have provided a letter confirming that no claims are due to be paid to each or any of them in respect of this transaction.
- (t) Each Selling Shareholder, must submit either a
 - i. declaration in IRS Form W-8, in the case of non-resident aliens of the United States, or

- ii. declaration in Form W-9 in the case of U.S. resident aliens or U.S. citizens.
- (u) The Parties shall have executed the Indian Escrow Agreement and the Foreign Escrow Agreement in a form to be mutually agreed between the Parties;
- (v) The Founders and the Key Employees shall have executed Employment Letters in a form to be mutually agreed between the Parties;

3.3 Fulfilment of Conditions Precedent

- (a) The Company and the Selling Shareholders shall use their best endeavours to ensure, fulfill or procure the fulfillment of the Conditions Precedent on or before April 30, 2007.
- (b) If at any time any Party becomes aware of any circumstances that will or are likely to give rise to the non-fulfilment of the Conditions Precedent by April 30, 2007, then such Party shall immediately give to the other Parties written particulars of any such circumstances and the Parties hereto shall co-operate fully with a view to procuring fulfilment of the relevant Condition Precedent.

3.4 The obligation of the Selling Shareholders to sell the Sale Shares shall be conditional upon:

- (a) The execution of the Definitive Agreements and closing documents in the formats appended hereto;
- (b) The Purchaser having provided a copy of the certificate of incorporation and registration with the Financial Services Commission, Mauritius.
- (c) the receipt of all corporate approvals and regulatory Approvals as may be required for the entry into and performance of the transactions contemplated by this Agreement.,. The Purchaser shall use it's best endeavours to obtain the same by April 30, 2007;
- (d) All of the Purchaser's representations and warranties in this Agreement, shall be true and fair in all respects as of the Balance Sheet Date and First Closing Date and the Purchaser shall have performed and complied with all, and not be in breach or default under any agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the First Closing Date;

- (e) There shall not have been any proceeding, order, or injunction, which (i) prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated under the Definitive Agreements, or (ii) prevents the Selling Shareholders from selling the Sale Shares and no law shall have been, promulgated, adopted, enacted or entered or otherwise made effective by any Governmental Authority after the Balance Sheet Date that has or would prevent the Selling Shareholders from performing its obligations hereunder
- (f) The Business Plan shall have been agreed to by the Founders and Purchaser in writing.

3.5 At First Closing:

- (a) Each of the Selling Shareholders shall deliver to the Purchaser, share certificates in relation to the number of the First Tranche Shares set out against the Selling Shareholder's name in Schedule 1 along with (i) currently dated share transfer forms duly signed by the Selling Shareholder, on which appropriate stamp duty has been paid, and (ii) such other evidence of title as may be necessary to validate the transfer of the First Tranche Shares under Applicable Law.

Provided that in the event that the First Tranche Shares are dematerialized prior to the First Closing Date, the transfer of the First Tranche Shares shall be by delivery of duly executed depository participant instruction slips by the Selling Shareholders and the Purchaser to their respective depository participants in respect of their respective depository participant accounts as shall be intimated to each other prior to the First Closing Date.

- (b) Subject to the deductions as may be required to be made under Clause 3.1(ii), the Purchaser shall pay to each Selling Shareholder such portion of the First Tranche Consideration as set out against such Selling Shareholder's name in Schedule 8, by way of a wire transfer of such amounts into the Selling Shareholder's bank account, details of which are as set out in Schedule 8.
- (c) the Selling Shareholders shall deliver to the Purchaser, certified true copies of resolutions of the Board of Directors, in form and substance satisfactory to the Purchaser approving the following:
 - (i) The resignation of the Existing Directors (other than Mr. S. Ramakrishnan and Mr. Vinay Mishra), the handing over of any properties or records of the Company in their possession, and confirmation in writing that no monies are due to any one or more of them from the Company, and if such monies are due, written waiver of claims thereto;

- (ii) Registration of the transfer of the First Tranche Shares from the Selling Shareholders to the Purchaser and entry of the name of the Purchaser in the register of members of the Company by the Board of Directors prior to their resignation;
 - (iii) The appointment of such number of Directors recommended by the Purchaser on the Board of Directors;
 - (iv) Revocation of all powers granted to the Existing Directors who will have resigned pursuant to the provisions of this Agreement;
 - (v) Change in the authorised signatories of all the bank accounts maintained by the Company such that the authorised signatories for amounts in excess of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) shall be one representative each of the Purchaser and the Founders, and for amounts less than Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) shall be any 2 (Two) representatives of the Founders. Provided that any 2 (Two) representatives of the Founders as designated by the Purchaser shall be authorised to make payments of amounts above the limits specified above in respect of salaries and other payments payable to the employees and payments of statutory dues to governmental and other regulatory authorities; provided that the Founders shall provide a monthly report to the Purchaser of payments of salaries and other payments to be made to the employees and payments of statutory dues to governmental and other regulatory authorities.
 - (vi) Execution and submission of Power of Attorney in the form as may be agreed between the Parties and executed by the Selling Shareholders in favour of the Purchaser to vote on Second Tranche Shares as per direction of the Purchaser, which is to be valid till the Earn Out Payment Date.
- (d) The Purchaser shall deposit the Second Tranche Escrow Consideration and the Selling Shareholders shall deposit the Second Tranche Shares with the Escrow Agents in accordance with the Escrow Agreements.
- (e) The Articles of Association of the Company shall be amended in a form to the satisfaction of the Purchaser.
- 3.6** The Company and the Selling Shareholders shall, at the cost of the Purchaser, provide the Purchaser with all assistance that may be requested so as to enable the Purchaser to ensure that all filings, intimations etc. as the case may be, in relation to the transaction set out in this Agreement are complied with including but not limited to the requisite filings with the Reserve Bank of India.

3.7 Notwithstanding anything to the contrary in this Agreement or elsewhere, and notwithstanding any event of Force Majeure, in the event that the First Closing does not occur by May 15, 2007, then this Agreement shall stand automatically terminated without recourse or remedy to any of the Parties hereto. Further, in the event that this Agreement is so terminated on or before May 15, 2007, the Purchaser shall pay to the Company the amounts spent by it for the purposes of conducting the US GAAP audit by E&Y for financial year 2007.

4. SECOND TRANCHE CONSIDERATION AND EARNOUT CONSIDERATION

4.1 The Parties hereby agree that within 30 days of the First Closing Date, the Company shall appoint and the Selling Shareholders shall cause the Company to appoint E&Y to audit, by June 15, 2008 (i) the financial statements of the Company prepared by the Company in accordance with US GAAP for the Earnout Period; and (ii) the schedule of Earnout Consideration prepared by the Purchaser in accordance with the provisions of this Agreement. The Company shall and the Parties shall cause the Company to provide to E&Y unrestricted access to the books of account, documents, files and papers of the Company in order for E&Y to conduct and complete its audit. In case E&Y fails to complete their audit by 15th June 2008 for lack of information to be provided or cooperation to be extended by the Shareholder and/or by the Company, then the Earnout Payment Date shall get extended by the same period as that from June 15, 2008 until the date of completion of such audit by E&Y, which shall not be later than July 15, 2008. The financial statements and the schedule of Earnout Consideration as audited by E&Y, independent auditors, shall be binding on the Parties.

The Parties hereby agree that if any Party disputes the Earnout Consideration as audited by E&Y, it may seek a determination of the Earnout Consideration by an internationally reputed audit firm (the “**Audit Firm**”) and raise a dispute in this regard only after, i) receipt of the Earnout Consideration and the Second Tranche Escrow Consideration by the Selling Shareholders, and ii) transfer of the Second Tranche Shares to the Purchaser, in accordance with Clause 4.2 below. All costs in relation to the Audit Firm appointed in terms of the preceding sentence shall be borne:

- (i) by the Selling Shareholders if the Earnout Consideration is determined by the Audit Firm to be equal to or less than the Earnout Consideration audited by E&Y;
- (ii) by the Purchaser if the Earnout Consideration is determined by the Audit Firm to be greater than the Earnout Consideration audited by the E&Y.

Provided that if the Earnout Consideration as determined by the Audit Firm above is determined to be greater than the Earnout Consideration audited by E&Y, then the Purchaser shall, forthwith within 30 days of the determination by the Audit Firm pay the balance unpaid amount of the Earnout Consideration due, failing which the Purchaser shall be in material default of this Agreement.

Provided that, if the Earnout Consideration as determined by the Audit Firm is determined to be lesser than the Earnout Consideration audited by E&Y, then the Selling Shareholders shall, forthwith within 30 days of the determination by the Audit Firm, proportionately pay back to the Purchaser the difference between the Earnout Consideration as audited by E&Y and by the Audit Firm respectively, failing which the Selling Shareholders shall be in material default of this Agreement.

- 4.2 (i) Subject to sub-clause (iii) below, on or prior to the Earnout Payment Date (the “**Second Closing Date**”), the Purchaser shall pay the Earnout Consideration to the Selling Shareholders on a pro rata basis and the Foreign Escrow Agent shall, upon receipt of intimation (which shall be made by the Purchaser contemporaneous with the payment of the Earnout Consideration to the Selling Shareholders) from the Purchaser of payment of the pro rata Earnout Consideration by the Purchaser to Manik Bhandari, Glen M Springer, Infernotions Corporation, M.S.Krishnan, Tawny Dove Ltd into their respective Bank Accounts as mentioned in Schedule 8 hereunder and to the rest of the Selling Shareholders into the Collection Account, forthwith release the Second Tranche Escrow Consideration to Manik Bhandari, Glen M Springer, Infernotions Corporation, M.S.Krishnan, Tawny Dove Ltd into their respective Bank Accounts as mentioned in Schedule 8 hereunder and to the rest of the Selling Shareholders into the Collection Account by way of a wire transfer of such amounts. Simultaneously with the release the Second Tranche Escrow Consideration to the Selling Shareholders, the Indian Escrow Agent shall release the Second Tranche Shares to the Purchaser. The Parties agree that the Earnout Consideration payable under the provisions of this Agreement shall be paid by the Purchaser in the proportions as indicated in Schedule 22 to the designated bank account of each of the Selling Shareholders as provided in Schedule 22, to be notified to the Purchaser prior to the First Closing Date. It is clarified that the Purchaser shall not be in breach of its obligation to pay the Earnout Consideration to the Selling Shareholders if the Purchaser has paid the Earnout Consideration into the designated bank account as provided hereinabove and the same shall not be frustrated by the said designated bank account being incorrect at the time of payment of the Earnout Consideration. It is clarified that the Purchaser shall be deemed to have discharged its obligations under this Clause 4.2 upon payment of the amounts to the designated bank accounts as above and the obtaining of evidence of remittance of such amounts from the Purchaser’s bank account.

- (ii) Subject to sub-clause (iii) below, if the Purchaser fails to make/cause the payment of Second Tranche Escrow Consideration and/or the Earnout Consideration in accordance with the provisions of this Agreement, then notwithstanding anything to the contrary contained in this Agreement, the Purchaser shall be deemed to have offered to sell to the Founders the First Tranche Shares at Re. 1 (Rupee one) per Share, and shall accordingly forthwith transfer the First Tranche Shares to the Founders. Further, the Selling Shareholders shall be entitled to forthwith instruct the Foreign Escrow Agent to transfer the Second Tranche Shares deposited with the Indian Escrow Agent back to the relevant Selling Shareholder.
- (iii) If the delay in the payment of the Second Tranche Escrow Consideration and/or the Earnout Consideration beyond the Earnout Payment Date is caused due to Force Majeure or Indian regulatory delays beyond the control of the Purchaser, the Earnout Payment Date shall be extended by the delay occasioned by such Force Majeure or regulatory delay. Notwithstanding anything to the contrary stated in this Agreement or elsewhere, in the event of any delay in the payment of the Second Tranche Escrow Consideration and/or the Earnout Consideration under this sub clause (iii) beyond the Earnout Payment Date, the Earnout Consideration (provided that the same has been determined in accordance with Clause 4.1) shall be placed in escrow with an escrow agent, to be designated by the Selling Shareholders in accordance with an agreement to be mutually agreed by the Parties at the relevant time.

4.3 Notwithstanding anything contained in this Agreement, on the occurrence of:

- (a) a merger/ demerger or sale of the substantial undertaking of the Company; or
- (b) a sale of more than 50% of the Shares of the Company to any third party (other than an Affiliate of the Purchaser); or
- (c) any Change of Control of the Company or its subsidiaries (other than to an Affiliate of the Purchaser);

prior to the Second Closing Date, the Purchaser shall forthwith pay the Earnout Consideration to the Selling Shareholders as per Clause 4.2(i) on a pro rata basis and instruct the Foreign Escrow Agent to release the Second Tranche Escrow Consideration to the Selling Shareholders in accordance with the said Clause 4.2(i). Simultaneously, the Indian Escrow Agent shall transfer the Second Tranche Shares to the Purchaser.

For the purposes of this Clause 4.3, the Earnout Consideration shall be USD 35 Million net of any withholding tax obligation as per Applicable Law and subject to any adjustments/ deductions to the Earnout Consideration that is permissible to be made under the provisions of this Agreement.

4.4 Notwithstanding anything contained in this Agreement, the Purchaser may at its sole option at any time prior to the Earnout Payment Date, instruct the Foreign Escrow Agent to release the Second Tranche Escrow Consideration to the Selling Shareholder's in accordance with Clause 4.2(i) and pay an Earnout Consideration of USD 35 Million or any lower amount that may be mutually agreed by the Parties, to the Selling Shareholders as per the said clause 4.2(i). Simultaneously, the Indian Escrow Agent shall release the Second Tranche Shares to the Purchaser.

4.5 Notwithstanding anything contained in this Agreement, in the event of the institution of:

- (a) voluntary or involuntary liquidation of the Purchaser at any time prior to the Earnout Payment Date and provided that a liquidator is appointed; or
- (b) voluntary liquidation of the Company prior to the Earnout Payment Date;

the Purchaser shall forthwith pay the Earnout Consideration to the Selling Shareholders as per Clause 4.2(i) on a pro rata basis and instruct the Foreign Escrow Agent to release the Second Tranche Escrow Consideration to the Selling Shareholder's in accordance with the said clause 4.2(i). Simultaneously, the Indian Escrow Agent shall release the Second Tranche Shares to the Purchaser.

For the purposes of this Clause 4.5, the Earnout Consideration shall be USD 35 Million subject to any adjustments/ deductions to the Earnout Consideration that is permissible to be made under the provisions of this Agreement.

4.6 Notwithstanding anything contained in this Agreement, in the event of the institution of an involuntary liquidation of the Company during the Earnout Period and provided that a liquidator is appointed, the Purchaser shall forthwith instruct the Foreign Escrow Agent to release the Second Tranche Escrow Consideration to the Selling Shareholders as per Clause 4.2(i). Simultaneously, the Indian Escrow Agent shall release the Second Tranche Shares to the Purchaser.

Notwithstanding the above, if the institution of the involuntary liquidation of the Company is triggered by any act or omission of the Purchaser, the Purchaser shall additionally be liable to pay the Selling Shareholders the Earnout Consideration, which for the purposes of this Clause 4.6 shall be USD 35 Million subject to any adjustments/ deductions to the Earnout Consideration that is permissible to be made under the provisions of this Agreement.

- 4.7 Pursuant to the transfer of the Second Tranche Shares in accordance with this Clause 4, the Company and the Selling Shareholders shall provide the Purchaser with all assistance that may be requested so as to enable the Purchaser to ensure that all filings, intimations etc. as the case may be, in relation to the transaction set out in this Agreement are complied with including but not limited to the requisite filings with the Reserve Bank of India.
- 4.8 For the avoidance of doubt, it is clarified that the payment of the Earnout Consideration is not contingent upon the continued employment of the Founders and Key Employees with the Company.
- 4.9 The Parties hereby agree that prior to payment of Earnout Consideration and Second Tranche Consideration under Cluse 4.3 or 4.4 or 4.5 or 4.6, the Company shall appoint and the Selling Shareholders shall cause the Company to appoint E&Y to audit the schedule of Earnout Consideration prepared by the Purchaser in accordance with the provisions of this Agreement The Company shall and the Parties shall cause the Company to provide to E&Y unrestricted access to the books of account, documents, files and papers of the Company in order for E&Y to conduct and complete its audit. The financial statements and the schedule of Earnout Consideration as audited by E&Y, independent auditors, shall be binding on the Parties.

5. CONDUCT OF BUSINESS

- 5.1 The Parties agree that from the First Closing Date till the end of the Earnout Period, the Company shall carry on the Business in its ordinary course in accordance with and to achieve the Business Plan. Any changes to the Business Plan during the Earnout Period shall be made only with the mutual consent of Founders and the Purchaser.
- 5.2 Subject to the Purchaser's corporate governance policies as on the Effective Date, the Purchaser and the Company shall ensure that the Founders will have full authority as employees and directors as applicable over the Business till the end of the Earnout Period. During the Earnout Period, subject to provisions of Clause 6.3, the Purchaser shall ensure that two of the Founders (or their nominees) will continue as Directors of the Company subject to the Purchaser having majority control over the Board. For a meeting of Board of Directors, a notice shall be given to all the Directors of the Company at least 7 days prior to the date of holding the meeting. During the Earnout Period, the nominees of the Founders shall have a right to appoint an alternate director as per Applicable Laws, in case any of the nominees of the Founders are unable to attend the meetings of the Board for reason of not being physically present in India. Subject to applicable law, 1/3rd of the total strength of Directors (any fraction contained in that 1/3rd being rounded off to the nearest natural number) or two Directors (whichever is higher) shall constitute the quorum for a meeting of Board of Directors, provided that, the physical presence of at least 2 (Two) directors nominated by the Purchaser shall be required to constitute such quorum. Provided further that with

respect to matters related to any amendments to the Business Plan, the physical presence of the 2 (Two) Directors nominated by the Founders or their Alternate Directors shall be required in such a meeting.

It is further clarified that the Key Employees and Founders shall, during the Earnout Period, enjoy terms of employment no less favourable than those currently enjoyed by the Key Employees and the Founders (as the case may be).

5.3 The Purchaser shall at all times allow the Founders and the Key Employees to discharge their functions as employees and directors as applicable during the Earnout Period, without interruption or interference, and shall ensure that they are not given any responsibilities in addition to their responsibilities as on the First Closing Date and/or relocated from their places of work as on the First Closing Date. However, Founders shall not take any decision on the matters listed in Schedule 13 without the express consent of the Purchaser. During the Earnout Period, the Key Employees and Founders will have the same roles and responsibilities in the Company as they have prior to the First Closing Date and their compensation shall be on terms no less favourable than as those enjoyed by them prior to the First Closing Date. Any proposed change in the terms of employment of the Key Employees and/or the Founders shall not be made unless with the specific prior written concurrence of the Founders. Accordingly, Mr. S Ramakrishnan, the current Managing Director and Chief Executive Officer, will continue to be the Managing Director and Chief Executive Officer of the Company during the Earnout Period.

5.4 Determination by Expert

- (a) Notwithstanding anything to the contrary contained in this Agreement, if the Purchaser, by virtue of its control over the Company, during anytime between the First Closing Date and the Earnout Payment Date, unilaterally takes any decision, either a commission or an omission, with respect to the Company, without the prior written concurrence of the Founders; and which the Founders reasonably believe has adversely impacted the Audited Net Income of the Company during the Earnout Period, then the Founders may refer the matter to Mr. Sanjeev Agarwal, currently working as Managing Director of Helion Ventures Pvt Ltd, or such other person as mutually agreed between the Founders and Purchaser (the "Expert"). It is further clarified that the reference to the Expert shall extend to the determination of the existence of an event which may be Cause for Earnout Determination.
- (b) If the Expert determines that the Purchaser has adversely impacted the Net Income of the Company without Cause for Earnout Determination, then the impact on Net Income as determined by the Expert shall be added to the Audited Net Income for the Earnout Period as determined in accordance with this Agreement. Any determination by the Expert shall be made within 30 days of any reference made to the Expert and shall be binding on the Parties.

- (c) The cost of reference to the Expert shall be borne by such Party as may be determined by the Expert. If the Expert determines that the Purchaser has adversely impacted the Net Income of the Company to the prejudice of the Founders, without Cause for Earnout Determination, thereby causing an adverse impact on the receipt of the Earnout Consideration and the impact is such that the Earnout Consideration would otherwise than for such impact have been USD 35 Million, then the Purchaser shall pay USD 35 Million subject to any adjustments/ deductions to the Earnout Consideration that is permissible to be made under the provisions of this Agreement as Earnout Consideration to the Selling Shareholders on or prior to the Earnout Payment Date. It is expressly clarified that the termination of any Founder or Key Employee from his employment for Cause for Employment shall not be raised by the Founders as an event adversely affecting Net Income.

5.5 During the Earnout Period, the Purchaser shall not, either by itself, or through any of its Affiliates or group companies:

- (a) engage, directly or indirectly, in the Business other than as being conducted by the Purchaser as at the First Closing Date with its existing customers as provided in Schedule 3. In the event of breach of this subclause by the Purchaser, the Founders (Mr. S Ramakrishnan) and the Purchaser shall, through their representatives, engage in a mutual discussion to determine the amount of loss suffered by the Company. In the event respective parties are able to determine the impact on Audited Net Income of the Company on account of this breach, then such impact shall be adjusted with the Audited Net Income. In addition the applicability of this Clause for any Business in the area of procurement analytics and business research will be decided mutually between S.Ramakrishnan and Neeraj Bhargava. In the event that the representatives of the Founders (Mr. S Ramakrishnan) and the Purchaser are unable to determine the amount of loss suffered by the Company, the same shall be referred to the determination of Expert. Within 15 days from the date of reference, the Expert shall determine the amount of loss suffered by the Company. Upon such determination, such impact to the Audited Net Income shall be adjusted against the Audited Net Income.

Provided that, the restriction contained in this clause shall not prohibit the Purchaser from engaging in business (including a business competing with the Business of the Company) with any of the customers of the Purchaser ("**Purchaser Customers**"), if such Purchaser Customers specifically opt to seek the services of the Purchaser to the exclusion of the Company for such business.

(b) declare any dividends/or other forms of distribution from the Company. In the event of breach of this sub-clause by the Purchaser, the Selling Shareholders shall receive USD 35 Million subject to any adjustments/ deductions to the Earnout Consideration that is permissible to be made under the provisions of this Agreement as Earnout consideration.

5.6 The Parties shall ensure that all licenses required to operate the Business during the Earnout Period, in the same or similar manner as conducted prior to the Effective Date, shall remain with the Company and its Subsidiary.

5.7 The Founders shall undertake best efforts to ensure that the existing employees of the Company will continue their employment during the Earnout Period.

5.8 Further, during the Earnout Period, subject to confidentiality agreements executed to the satisfaction of the Purchaser, the Purchaser hereby agrees to provide Ganesh Krishnan and M/s Spark Capital Advisors (India) Private Limited, the financial statements for the Company for each quarter within 5 days of the declaration the financial results of WNS (Holdings) Limited at the end of each quarter.

6. UNDERPERFORMANCE

6.1 Subject to any event of Force Majeure, upon the determination of Underperformance in accordance with this Section 6, the Purchaser shall have the option to assume management control of the Company in a manner set out in Clause 6.3 below and the Founders will forthwith cease to have authority over the Business and the provisions of Clause 5 of this Agreement would cease to be effective,. The determination of the annualised Net Income of the Company under this Section 6 shall be made on the basis of past business practises and Management Information Systems adopted by the Company prior to March 31, 2007 as agreed between the Founders and the Purchaser.

6.2 For the purpose of this Section 6, “**Underperformance**” shall mean the following:

- (i) In the event that the annualised Net Income of the Company for the six month period ending September 30, 2007, is less than USD 2 Million, then a cure period of 60 days shall be provided to the Founders to raise the annualised Net Income of the Company to USD 2 Million. In the event that the Net Income of the Company as annualized for a period of 240 days after the expiry of such cure period, remains less than USD 2 Million, it shall be deemed to be “**Underperformance**”;
- (ii) Loss of more than 50% of the employees of the Company and the Subsidiary within a consecutive period of 3 months at any time during the Earnout Period, save and except for situations where Purchaser effects any changes in the Company’s policies affecting the employees of the Company.

- 6.3** Upon Underperformance, the Purchaser shall at its sole discretion determine the complete composition of Board of Directors including but not limited to removal of Mr. S. Ramakrishnan and/or Mr. Vinay Mishra and/or their alternate directors, if any, from the post of Director of the Company. In such an event, the Founders shall be entitled to all information relating to the operations of the Company as they may request. Further, during the Earnout Period, if the Founders believe that any decisions taken by Company prejudicially affect the obligations of the Founders to deliver the performance as specified in this Clause, the Founders may refer such event to the Expert for determination of the impact on the Earnout Consideration.
- 6.4** Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of Underperformance, the Purchaser (i) shall not indirectly or directly, engage in the Business other than through the Company, other than as being conducted by the Purchaser as at the First Closing Date, with any customers as listed in Schedule 14, (ii) may provide additional employees to the Company, without the Company incurring any expenses in this behalf, and (iii) may transfer any of the employees of the Company to any other company or unit of the Purchaser

Provided that, the restriction contained in this clause shall not prohibit the Purchaser from engaging in business (including a business competing with the Business of the Company) with any of the customers of the Purchaser ("**Purchaser Customers**"), if such Purchaser Customers specifically opt to seek the services of the Purchaser to the exclusion of the Company for such business.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Founders and the Selling Shareholders

- (i) Save and except as specifically disclosed in the Disclosure Letter, each of the Founders jointly and severally represent and warrant to the Purchaser that the statements contained in Schedule 4 are true and fair as on the Balance Sheet Date and the First Closing Date.
- (ii) Each of the Selling Shareholders jointly and severally represent and warrant to the Purchaser that each of the Selling Shareholders have full, clear and unencumbered right, title and interest in the Sale Shares and the right to sell all Sale Shares to the Purchaser without any limitations thereof.

7.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Selling Shareholders as at the date of this Agreement and the First Closing Date that:

- (i) The Purchaser is a company duly incorporated, validly existing and in good standing under the laws of Mauritius, with full corporate power to carry on its business as now conducted by it;
- (ii) The Purchaser has full corporate power, capacity and authority to enter into and execute this Agreement and to perform all of its obligations hereunder;
- (iii) This Agreement upon execution is valid and legally binding upon the Purchaser and enforceable against it in accordance with its terms and neither the execution of this Agreement by the Purchaser nor the performance by it of the various terms and provisions hereof will violate the memorandum and articles of association of the Purchaser or any deed or agreement to which it is a party or by which it is bound;
- (iv) The Purchaser or any of its Affiliates, as of the First Closing Date has sufficient reserves and is capitalised adequately to perform its obligations under this Agreement, including but not limited to the payment of the Total Purchase Consideration.

7.3 The Selling Shareholders agree and acknowledge that the Purchaser is entering into this Agreement strictly in reliance of the representations and warranties set out in Clause 7.1 above.

7.4 The rights and remedies of the Purchaser in respect of a breach or breaches of the representations and warranties shall not be affected or determined by the outcome of any investigation made by any Person into the affairs of the Company.

8. COVENANTS

8.1 Consents and Approvals

The Company and the Selling Shareholders shall use their best efforts to obtain all Approvals rendered necessary by and for the transactions contemplated under this Agreement, in respect of all contracts executed by it with any Person.

8.2 Public Announcements

No public release, announcement or other disclosure concerning this Agreement or any of the transactions contemplated hereby, shall be issued by any Party, other than to their respective officers, employees and customers nor shall the existence of or terms of this Agreement be disclosed to any person other than the officers, customers and employees of the Company or the Company's/Purchaser's accountants or legal counsel/attorneys without the prior written consent of the Company/Purchaser, unless such release, announcement or other disclosure is required by Applicable Law or regulation, governmental agency or authority or any stock exchange to which the Company or any Subsidiary or the Selling Shareholders or the Purchaser, as the case may be, is

subject or submits. In such case, the disclosing Party shall use its commercially reasonable efforts to allow the other Parties reasonable time to comment on such release or announcement in advance of such issuance, it being understood that the final form and content of any such release or announcement, to the extent so required, shall be at the final discretion of the disclosing Party. The Parties further agree that, if disclosure by Applicable Law is required, the other Party shall be notified of this and the Parties agree that they will use all commercially reasonable efforts to cooperate with each other to obtain limited disclosure, and if available, a protective order over, or confidential treatment of, such information.

8.5 The Company shall, and the Selling Shareholders shall ensure that the Company shall during the period between the execution of this Agreement and Second Closing Date:

- (a) Conduct their business in the ordinary and normal course; and
- (b) Comply with all Applicable Laws.
- (c) Take Purchaser's consent for any decision regarding matters provided in Schedule 13.

9. INDEMNITY

9.1 Survival of Representations; Warranties and Covenants.

Notwithstanding any investigation conducted before or after the First Closing Date, and notwithstanding any actual or implied knowledge or notice of any facts or circumstances which the Purchaser may have as a result of such investigation or otherwise, save knowledge or notice of any facts or circumstances disclosed to the Purchaser in the Disclosure Letter, the Purchaser will be entitled to rely upon the Founder's representations, warranties, covenants and/or agreements set forth in the Definitive Agreements or in schedule delivered pursuant hereto. Each of the Purchaser Indemnified Persons (as defined hereinafter) may bring a claim for indemnification for Damages (as defined hereinafter) on account of having suffered actual loss under this Clause 9 notwithstanding the fact that such Purchaser Indemnified Person had knowledge of the breach or inaccuracy giving rise to such claim prior to the First Closing Date. The obligations of the Founders with respect to such representations, warranties, agreements and covenants will survive the First Closing Date and continue in full force and effect for a period of 2 (Two) year from the First Closing Date save and except those in relation to (a) liabilities arising for violation of any Applicable Law which shall extend for a period specified under the applicable Law; and (b) title of the Sale Shares which shall extend to all the Selling Shareholders and for an indefinite period.

9.2 Subject to the limitations set forth in this Clause 9, the Founders (collectively, the “**Indemnitors**”) hereby agree to jointly and severally indemnify and hold harmless the Purchaser and its officers, directors, employees (including the Company and the Subsidiary from and after the First Closing Date) (hereinafter referred to individually as a “**Purchaser Indemnified Person**” and collectively as the “**Purchaser Indemnified Persons**”) from and against any and all suffered amounts on account of losses, liabilities, actual proven and direct damages, claims, fines, fees, penalties, interest obligations, expenses and costs, (“**Damages**”) directly arising from any misrepresentation or breach or default of any of the representations, warranties, covenants and agreements given or made by any of the Selling Shareholders in the Definitive Agreements, or in a schedule or exhibit delivered pursuant thereto;

- (i) any obligation or liability of the Company or any Subsidiary which may be incurred by the Company or such Subsidiary as a result of noncompliance (if any), with the requirements of Applicable Law, including the Act during the period prior to the First Closing Date;
- (ii) any claim by a third party raised against the Company, Founders or the Purchaser, (a) for an act, deed or omission of the Founders or the Company occurring prior to the First Closing Date, and (b) having being raised before the expiry of the period of limitation provided under the Applicable Law, which if true, would constitute a misrepresentation or breach or inaccuracy of or default in connection with any of the representations, warranties, covenants and agreements given or made by the Founders in the Definitive Agreements, the Disclosure Letter or any certificate, schedule or exhibit delivered pursuant hereto.

9.3 The indemnification obligations of the Founders shall be subject to the following limitations and conditions:

- (i) the Indemnitors shall not be liable in respect of any matter, act, omission or circumstances (or any combination thereof) to the extent that the same would not have occurred but for any voluntary act, omission or transaction of the Purchaser Indemnified Persons;
- (ii) if the Indemnitors pay an amount in discharge of any claim under this Clause 9, and the Purchaser Indemnified Persons subsequently recover (whether by payment, discount, credit, relief or otherwise) from any Person any sum in respect of such claim, the Purchaser Indemnified Persons shall pay to the Indemnitors an amount equal to the sum recovered from such Person;

- (iii) the Purchaser or any of the Purchaser Indemnified Persons, as may have received a notice of any claim shall have given notice of such claim, to the relevant Selling Shareholders within 30 days of the receipt of the same.
- (iv) the Purchaser Indemnified Persons shall provide evidence and documentation of having suffered and actually paid for the Damages.

9.4 Process

- (a) In the event any Purchaser Indemnified Person becomes aware of any matter that it believes is covered under this Agreement and such matter involves (i) any claim made against the Purchaser Indemnified Persons or the Company by any Person; or (ii) the commencement of any action, suit, investigation, arbitration or similar proceeding against the Purchaser Indemnified Persons or the Company, the Purchaser Indemnified Persons shall promptly notify the Company and the Founders of such claim ("**Third Party Claim**") within 30 days of the receipt of the notice, setting out the amount due to the Purchaser Indemnified Person and grounds of claim.
- (b) The Indemnitors shall have the right to assume the defense of any Third Party Claim with a counsel of its choice at any time within 30 (thirty) days after the Purchaser Indemnified Persons have given notice of the Third Party Claim, provided that the Indemnitors shall conduct the defense of the Third Party Claim as agent(s) of the Purchaser Indemnified Persons and shall act in a diligent manner. In the event the Indemnitors assume the defence of any Third Party Claim, the Indemnitors shall not be liable for any settlement of a Third Party Claim effected without its prior written consent.
- (c) In the event the Indemnitors do not assume and conduct the defense of the Third Party Claim in accordance with Clause 9.6 (b) above: (i) the Purchaser Indemnified Persons may defend against and consent to the entry of any judgement or enter into any settlement with respect to, the Third Party Claim in any manner it may deem appropriate; and (ii) the Indemnitors will remain liable to indemnify the Purchaser Indemnified Persons for any Damages that the Purchaser Indemnified Persons may incur resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided under Clause 9. Such indemnity shall be made by the Indemnitors to the Purchaser Indemnified Persons within 30 (Thirty) days of the Purchaser Indemnified Persons requiring the Indemnitors to make any payments at the option of the Purchaser, either to the Company and/or the Purchaser, pursuant to any loss or liability suffered by the Purchaser Indemnified Persons.

- (d) The liability of the Founders to indemnify the Purchaser Indemnified Persons pursuant to this Section shall be lower of , (i) aggregate of 50% of each of the First Tranche Consideration and the Second Tranche Consideration, actually received, by the Founders till the date of any claim or (ii) US Dollars 25,000,000 (Twenty-five million US Dollars).
- (e) Notwithstanding anything contained in this Agreement, in the event of a breach of any representations and warranties of any of the Selling Shareholders in respect of their respective title to any of their Sale Shares, or where any claims are raised by any third parties in respect of any rights, interest or title to any of the Sale Shares, and any court or arbitrator or any other regulatory or governmental authority makes a determination in relation to such claim which may in any manner affect any rights of the Purchaser as are attached to such Sale Shares under Applicable Laws, the Selling Shareholders shall jointly and severally indemnify the Purchaser upto the extent as provided in this sub-clause (e);
Provided that, the liability of each Selling Shareholder to indemnify the Purchaser under this sub-clause (e) shall be limited to the following:
 - (a) Each Selling Shareholder liable to indemnify the Purchaser shall only be liable to the extent of his/ her respective portion of Total Purchase Consideration received till the date of claim of indemnity, as are related to the Sale Shares that were sold by such indemnifying Selling Shareholder to the Purchaser under this Agreement, and
 - (b) The liability of the Selling Shareholders shall not exceed such portion of the Total Purchase Consideration as it relates to the extent of the Sale Shares that are subject to the claim.

It is clarified that the provisions of Clause 9.4(d) relating to the limits on indemnity and the requirement of actual losses to have been incurred/ suffered by the Purchaser shall not be applicable in respect of indemnity in the event of a breach of any representations and warranties of any of the Selling Shareholders in respect of title to any of the Sale Shares under this sub-clause (e).

- (f) The Purchaser shall not be entitled to seek indemnification from the Founders unless the total loss or liability at the first instance arising to the Purchaser Indemnified Persons on account of one or more claims for Damages exceeds an amount equivalent to USD 300,000 (Three hundred thousand US Dollars). After the initial claims up to the extent of USD 300,000 (Three hundred thousand US Dollars) which shall be borne by the Purchaser Indemnified Persons as provided above, any claim for an

amount not less than USD 50,000 (US Dollars Fifty thousand) made by the Purchaser Indemnified Person shall be indemnified by the Indemnitors in accordance with this clause 9.

9.5 Indemnity Claims prior to Second Closing Date

The Parties agree that any claim, which is finally determined by a court or arbitrator or as agreed by the Selling Shareholders to be paid by the Purchaser Indemnified Person against the Indemnitors in accordance with this Section 9 prior to the Second Closing Date may be adjusted (at the Purchaser's option) against Earnout Consideration payable by the Purchaser under the provisions of this Agreement, and the Earnout Consideration so payable by the Purchaser under the provisions of this Agreement shall stand reduced to the exact amount actually suffered and paid by the Purchaser Indemnified Person(s) against the Indemnitor. It is clarified that any claim that may arise under this Clause 9.7 that may be adjusted against the Earnout Consideration as provided above shall not affect Audited Net Income for the determination of the Earnout Consideration under the provisions of this Agreement.

10. DISPUTE RESOLUTION

10.1 In the case of any dispute arising out of or in connection with this Agreement or its performance, including any question regarding its existence, validity or termination, the Parties shall first attempt to reach an amicable settlement through mutual consultations and negotiations between Mr. S. Ramakrishnan on behalf of all the Selling Shareholders and Mr. Neeraj Bhargava on behalf of the Purchaser or any Persons designated by the Purchaser in writing in this regard. If the Parties are unable to reach an amicable settlement within 30 days from the date on which the dispute arose, any of the Parties may make a reference to arbitration in accordance with the following Clause 10.2 by giving a notice to the other in this regard.

10.2 Arbitration

(a) All disputes, differences, controversies and questions directly or indirectly arising at any time under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement shall be finally, exclusively and conclusively settled by reference to binding arbitration under the Arbitration and Conciliation Act, 1996, to be administered by the arbitral tribunal by reference to three arbitrators, with one arbitrator being appointed by the Purchaser, one appointed by the

Selling Shareholders and the third to be appointed by the two appointed arbitrators, before commencement of the arbitration. Decisions in relation to the arbitrator to be appointed by the Selling Shareholders shall be taken by Mr. S. Ramakrishnan on their behalf.

- (b) The Parties agree:
 - (i) to be bound by any arbitral award or order resulting from any arbitration conducted hereunder; and
 - (ii) and acknowledge that any judgement on any arbitral award or order in an arbitration held pursuant to this Clause 10 may be entered in any court having jurisdiction in relation thereto or having jurisdiction over any of the Parties or any of their assets.
- (c) All proceedings in any such Arbitration shall be conducted in the English language.
- (d) The Arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- (e) The Arbitration shall take place in Bangalore.
- (f) During the course of Arbitration, this Agreement shall continue to be performed in all respects except for the disputed part under Arbitration.

11. TERM AND TERMINATION

11.1 This Agreement shall be effective from the Effective Date and shall continue in full force and effect except in respect of those matters then already performed and except if terminated in accordance with its terms.

11.2 This Agreement may be terminated on or prior to May 15, 2007, and the transactions contemplated hereby abandoned, by the Purchaser, if the Conditions Precedent set forth in Section 3.2 are not satisfied or upon a material breach by the Company or the Selling Shareholders of any of their representations, warranties, covenants or other obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall not terminate this Agreement after the First Closing Date.

11.3 In the event that the First Tranche Shares are not transferred to the Purchaser and the First Tranche Consideration is not paid and evidence of remittance of the same is not furnished by the Purchaser within the expiry of 60 days from the Effective Date, this Agreement and the Definitive Agreements shall stand terminated with immediate effect.

11.4 Immediately upon transfer of the Second Tranche Shares in accordance with Clause 4 of this Agreement, this Agreement and the Definitive Agreements shall stand terminated with immediate effect, except clauses 5.4 (which survives till July 15, 2008), 7.1, 9, 10, 13, 14, 15 (Clause 15 to terminate at the expiry of 24 months from First Closing Date or a shorter period in case of Clause 15.4), 16(a) and 16(i) which shall survive termination of this Agreement and the Founders shall cease to have any authority over the Business and shall lose all rights including the right to nominate directors to the Board as contemplated in this Agreement or any Definitive Agreement.

11.5 This Agreement may be terminated with the mutual consent of all the Parties.

12. TIME OF ESSENCE

Any time or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.

13. CONFIDENTIALITY

Each Party shall keep this Agreement and all information and other materials passing between it and the other Parties in relation to this Agreement (including all information concerning the business transactions and the financial arrangements relating to the Parties) (the “**Information**”) confidential and shall not without the prior written consent of the other Parties, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Agreement except:

- (a) to the extent that such Information is in the public domain other than by breach of this Agreement;
- (b) to the extent that such Information is required to be disclosed by Applicable Law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party(ies);
- (c) in so far as it is disclosed to the employees, officers, directors or professional advisers of any Party, provided that such Party shall procure that such persons treat such Information as confidential;
- (d) to the extent that any of such Information is/are later acquired by a Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such Information confidential;

- (e) to the extent that any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto; and
- (f) to the extent that any information shall have been independently developed by a Party without reference to any Information furnished by any other Party hereto.

14. POWER OF ATTORNEY

Mr. S. Ramakrishnan is hereby irrevocably appointed as agent and attorney-in-fact for and on behalf of the Selling Shareholders as listed in Schedule 20 in relation to the negotiation and execution of this Agreement and, is authorised to agree and execute any amendments to the provisions of this Agreement, give and receive notices and communications including but not limited to details of employees joining the Company and/or Purchaser, agree to negotiate, enter into settlements and compromises, and comply with orders of courts and awards of arbitrators with respect to this Agreement and take all actions necessary, expedient or appropriate in his judgment to achieve the foregoing.

15. NON COMPETE AND NON-SOLICIT

15.1 In consideration of the receipt of the Total Purchase Consideration as provided in Clause 3 of this Agreement for the Sale Shares along with the goodwill of the Company, the Founders and Key Employees (other than Glen Springer, Raji Raju, Varun Madhok and MS Krishnan) hereby jointly and severally agree and undertake that they shall not, for a period of 24 (twenty four) months from the First Closing Date in case of the Founders and for a period of 18 (eighteen) months from the First Closing Date in case of the Key Employees, whether directly or indirectly (whether in their own capacity or in conjunction with or on behalf of any Person including Founders, as an employee of, or adviser or shareholder or consultant of any other Person, firm or company or through their Affiliates), anywhere in the world:

- (a) Engage, set up, promote, finance or invest in a business, venture or company, which is engaged in a business similar to the Business of the Company or use the brand name, logo or corporate name of the Company or use the Intellectual Property Rights (whether present, or developed or conceived after the date hereof) of the Company in any manner. However, nothing in this sub-clause shall prohibit, the Founders and/ or Key Employees from individually investing up to 4.99% of the total issued and paid up capital of a Competing Company. A "Competing Company", for the purposes of this clause shall mean any public listed company which has earned at least 10% of its total revenues of the previous financial year from business similar to the Business of the Company.

- (b) Solicit, entice away or attempt to solicit or entice away from the Company, any customer, client, or employee, or former employees (other than those employees whose employment was terminated or who resigned at-least 1 year prior to the First Closing Date) of the Company, whether or not such employee would commit a breach of contract by reason of leaving such employment;
- (d) Provide any know-how or technical assistance to any Person in relation to the Business;
- (e) Divulge or disclose to any Person any information (other than information available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction) relating to the Business, the identity of the Company's or the Purchaser's customers, its products, finance, contractual arrangements, business or methods;
- (f) Develop or aid in the development, of any software/hardware or any form of data being capable of being classified as intellectual property in relation to the Business, either directly or indirectly;
- (g) Solicit, entice away or attempt to solicit or entice away from the Purchaser, its top 50 customers that may be introduced to the Company by the Purchaser;

It is clarified, that no breach by the Key Employee under this Clause 15 shall be deemed to be a breach by the Founders.

- 15.2** M/s Spark Capital Advisors (India) Pvt Ltd, K. Ganesh and Raji Raju shall not solicit, entice away or attempt to solicit or entice away from the Company, for a period of 24 months from the First Closing Date, any customer, client, and for a period of 24 months from the First Closing Date, any employee, or former employees (other than those employees whose employment was terminated or who resigned at-least 1 year prior to the First Closing Date) of the Company, whether or not such employee would commit a breach of contract by reason of leaving such employment;
- 15.3** The Founders understand and acknowledge that the Purchaser has made substantial investments by acquiring the Sale Shares together with the goodwill of the Company. The Founders agree that such investment is worthy of protection, and the Company's and Purchaser's need for the protection afforded by this Clause 15 is greater than any hardship the Founders might experience by complying with its terms. The Founders agree that the limitations as to time, geographical area and scope of activity to be restrained as contained in this Agreement are reasonable and are not greater than necessary to protect the Business, goodwill and/or other interests of the Company and the Purchaser.

15.4 The Founders acknowledge to the Company and the Purchaser that the Company and the Purchaser would be irreparably damaged and would not have an adequate remedy at law for monetary damages in the event that any of the covenants of the Founders in this Clause 15 are not performed in accordance with its terms or otherwise were breached. The Founders therefore agree that the Company and the Purchaser will be entitled to an injunction or injunctions to prevent breaches of such performance and to specific enforcement of such covenants in addition to any other remedy to which it may be entitled, at law or in equity.

15.5 Subject to the terms of this Agreement, particularly Clause 4.2(iii), the provisions of this Clause 15 shall stand terminated in the event the Earnout Consideration is not paid on or prior to the Earnout Payment Date.

16. MISCELLANEOUS

- (a) **Notices:** Notices or other communication required or permitted to be given or made hereunder shall be in writing and delivered personally or by registered post or by courier service or by fax addressed to the intended recipient at its address set out below or to such other address or fax number as any Party may from time to time notify to the others:

To the Selling Shareholders at:

| <u>Name</u> | <u>Address and Contacts</u> |
|---|--|
| S Ramakrishnan | No 553, 16 th Cross, Indiranagar, Bangalore — 560 038 Ph: +91.98450.66677 |
| Shankar Maruwada | No. 5 A Krystal Apartments, 80 Feet Road, Bangalore 560 075. Ph: +91.98453.89067 |
| Vinay Mishra Spark Capital Advisors (India) Pvt Ltd. | 1 Surrey Drive, Norwalk, CT 06851, USA. Ph: +91.98451.32894 2 nd Floor, Yafa Towers, New #18, Old #24, Khader Nawaz Khan Road, Nungambakkam, Chennai — 600 006. Ph: 044.4205.9901/2/3 |
| Raji Raju | Old No: 4/9, New No: 9 Casurina Drive, Neelankarai, Chennai — 600 041 Ph: +91.9841281375 |
| K. Ganesh Tawny Dove Ltd. Others | S-24, Golden Enclave, Airport Road, Bangalore-560 017 10 Frere Felix De Velois Street, Port Louis As set out in Schedule 24 hereto |

To the Company at:
Mr. S. Ramakrishnan
1137, RG Towers,
100 Feet Road,
Indiranagar, Bangalore 560038

To the Purchaser at:
Mr. Vikas Gupta
WNS (Mauritius) Limited
10, Frere Felix de Valois Street,
Port Louis,
Mauritius

With a copy to:
Mr. Zubin Dubash/Mr. Vikas Gupta
WNS Global Services
Gate No 4, Godrej & Boyce Complex
Pirojshanagar
Vikhroli (W)
Mumbai — 400 079
India
Tel: +91 22 67976100

Any such notice, demand or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served, if given or made by fax, on the next following Business Day in the place of receipt or, if given or made by registered post 7 (Seven) days after posting. In proving the same, it shall be sufficient to show, in the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery or by courier service and, in the case of a fax, the fax confirmation receipt.

- (b) Severance: The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired if any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.
- (c) No Waiver: No waiver of any provision of this Agreement nor any consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of such right, power or privilege and nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

- (d) Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matters of this Agreement and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof except as otherwise expressly provided herein.
- (e) Amendments: No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.
- (f) No Partnership: Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute either Party the agent of the other for any purpose.
- (g) Assignment: This Agreement shall be binding on the Parties and their respective successors and permitted assigns. None of the Parties to this Agreement may assign its rights or obligations under the Agreement to any other Person, except with the prior written consent of the Purchaser and the Founders. Provided that the Purchaser shall be free to assign its rights or obligations under the Agreement to any of its Affiliates.
- (h) Further Assurance: Each of the Parties hereto shall co-operate with the others and execute and deliver to the other, such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement. The Company and the Selling Shareholders shall take all necessary actions to cause their respective Affiliates, associates and group companies to take all necessary actions to comply with the terms of this Agreement.
- (i) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.
- (j) Conflicts: In the case of any discrepancy or conflict between the provisions of this Agreement and any other Definitive Agreement, the provisions of this Agreement will prevail.
- (k) Additional Documents: Each Party hereto shall promptly execute and deliver such additional documents and agreements as are envisaged in this Agreement and any other agreement or document as may be reasonably required by the other Parties hereto for the purpose of implementing this Agreement, provided that no such document or agreement shall be inconsistent with the spirit and intent of this Agreement.

- (l) Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.
- (m) Costs: Each of the Selling Shareholders and the Purchaser shall be responsible for their respective transaction costs and out-of pocket expenses in connection with the transactions contemplated hereby. All stamp duty and other costs incurred in relation to the sale of the Sale Shares (if any) shall be borne by Selling Shareholders.
- (n) The Parties agree that wherever the prior written concurrence of the Founders is required under the provisions of this agreement, the written concurrence granted by Mr. S. Ramakrishnan shall be deemed to be prior written concurrence of each of the Founders.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Agreement as of the date first written above.

FOR WNS (MAURITIUS) LIMITED

/s/ Zubin Dubash

(ZUBIN DUBASH)

(Group CFO)

Witness: /s/ Pijush Sinha

Name: Pijush Sinha

Address: Aventus Advisors, 2nd Floor, West Quadrant

IL & FS Financial Center, Bandra Kurla Complex

Bandra (E), Mumbai — 400050

SELLING SHAREHOLDERS

S. RAMAKRISHNAN

On behalf of himself and the following other Selling Shareholders authorised under Power of Attorneys as indicated in Schedule 23:

/s/ S. Ramakrishnan

Krishnaraj Venkatraman

Anuradha Sharma

Amitabh Bose

Parthasarathy Vallabhajosyula

Sanjit Bhoomik

Rajesh Kumar Bhat

Vijay Jumani

Rajeev Sinha

Rajesh Apkari

Sanjay Dattatri

Abhishek Ranjan Jha

Ajay

Aju Abraham

Annie Thomas

Arjun Madhavan

Arpan Gupta
Ashish Kumar
Ashish Mahajan
Bhargavi
Charles
Dechen
Dibyoyoti Haldar
Dipayan Chakraborty
Doyel
Durga Prasad
Eronesu Kar
G K Suresu Kumar
G. Vijaya
Gaurav Gupta
Gautam Munshi
Giridhar
GKR Krishnan
Hemalatha Dave
Kakul
Kamal Mishra
Krishnan Seshadri
Malavika
Malini
Manik Bhandari
Manoranjan
Milind Kelkar
Muralidhar Sundar
Neerav Naik
Nethravathy
Nidhi Gupta
Nikhil Deshpande
Nikunj
Pavan Bhat
Pradeep
Praveen Hullur
Praveen Singh
Pravin Nampoothiri
Pritha Choudhuri
Puneet Gulati
R. Sowmya
Rajneesh Khosla
Rakesh Pande
Reddy
Ruchi Kapoor
S. Deepak Kumar

Sameer
Santosh Ramji
Saurabh Chopra
Shila Cyriac
Shravan
Sindhu Lekha
Siva Kumar H
Sneha Thakkar
Sooraj
Stephen Samuel
Stuti Dhandhanian
Suchitra
Sudershan
Suresh Babu Perumal
Tarun Kumar Mukherjee
V. Makesh
Varun Mohanpuria
VC.Radha
Vikas Verma
Vinay CR
Vinitha Unni
Vinoth Babu
Glen Springer
Infermations Corporation
MS Krishnan

Witness: /s/ V. Makesh

Name: V. Makesh

Address: 51/A, 10th Cross, Govindappa Lane, Kodihalli, Bangalore — 8

VINAY MISHRA

/s/ Vinay Mishra

Witness: /s/ Shila Cyriac

Name: Shila Cyriac

Address: 204 Ranka Corner, 14 Cambridge Road, Ulsoor
Bangalore 560008

SHANKAR MARUWADA

/s/ Shankar Maruwada

Witness: /s/ Rageshri Rautela

Name: Rageshri Rautela

Address: 5-A Krystal Apartments, 80 Feet Road, Indiranagar, Bangalore — 75

FOR TAWNY DOVE LIMITED

/s/ K. Ganesh

(K. GANESH) on behalf of CRM Holdings Pvt. Ltd.
(DIRECTOR)

Witness: /s/ Jayanthi Srinivasan

Name: Jayanthi Srinivasan

Address: 108 Admiralty Manor, off 14th Cross Hal 2nd Stage, Bangalore 560008

K. GANESH

/s/ K. Ganesh

Witness: /s/ Tarun Kr. Mukherjee

Name: Tarun Kr. Mukherjee

Address: 1137, 100 Feet Road, Indiranagar, Bangalore — 560038

FOR SPARK CAPITAL ADVISORS (INDIA) PRIVATE LIMITED

/s/ Y. Rama Rao

Y.Rama Rao
Managing Director

Witness: /s/ S. Venkataramanan

Name: S. Venkataramanan

Address:

RAJI RAJU

/s/ Raji Raju

Witness: /s/ S. Vijayaraghvan

Name: S. Vijayaraghvan

Address:

FOR MARKETICS TECHNOLOGIES (INDIA) PRIVATE LIMITED

/s/ S. Ramakrishnan

(S. RAMAKRISHNAN)
(DIRECTOR)

Witness: /s/ Ruchi Kapur

Name: Ruchi Kapur

Address:

SCHEDULE 1
SELLING SHAREHOLDERS

| Name | ON EFFECTIVE DATE | |
|-------------------------------|-------------------|-----------|
| | # of shares | % holding |
| FOUNDERS: | | |
| S. Ramakrishnan | 308,430 | 19.06% |
| <i>Vinay Mishra</i> | 308,330 | 19.06% |
| Shankar Maruwada | 308,340 | 19.06% |
| KEY EMPLOYEES: | | |
| Krishnaraj Venkatraman | 73,970 | 4.57% |
| Anuradha Sharma | 15,000 | 0.93% |
| Amitabh Bose | 15,000 | 0.93% |
| Parthasarathy Vallabhajosyula | 2,375 | 0.15% |
| Sanjit Bhoumik | 5,000 | 0.31% |
| Rajesh Kumar Bhat | 30,000 | 1.85% |
| Vijay Jumani | 8,500 | 0.53% |
| Rajeev Sinha | 1,000 | 0.06% |
| Rajesh Apkari | 1,000 | 0.06% |
| Sanjay Dattatri | 15,000 | 0.93% |
| OTHER EMPLOYEES: | | |
| Abhishek Ranjan Jha | 250 | 0.02% |
| Ajay | 500 | 0.03% |
| Aju Abraham | 250 | 0.02% |
| Annie Thomas | 1,000 | 0.06% |
| Arjun Madhavan | 500 | 0.03% |
| Arpan Gupta | 2,000 | 0.12% |
| Ashish Kumar | 500 | 0.03% |
| Ashish Mahajan | 500 | 0.03% |
| Bhargavi | 250 | 0.02% |
| Charles | 1,000 | 0.06% |
| Dechen | 250 | 0.02% |
| Dibyoyoti Haldar | 1,000 | 0.06% |
| Dipayan Chakraborty | 4,000 | 0.25% |
| Doyel | 500 | 0.03% |
| Durga Prasad | 1,000 | 0.06% |
| Eronesu Kar | 500 | 0.03% |
| G K Suresu Kumar | 1,000 | 0.06% |
| G. Vijaya | 500 | 0.03% |
| Gaurav Gupta | 1,000 | 0.06% |
| Gautam Munshi | 2,500 | 0.15% |
| Giridhar | 1,500 | 0.09% |
| GKR Krishnan | 3,000 | 0.19% |
| Hemalatha Dave | 250 | 0.02% |

| Name | ON EFFECTIVE DATE | |
|-----------------------|-------------------|-------|
| Kakul | 500 | 0.03% |
| Kamal Mishra | 1,500 | 0.09% |
| Krishnan Seshadri | 1,000 | 0.06% |
| Malavika | 250 | 0.02% |
| Malini | 250 | 0.02% |
| <i>Manik Bhandari</i> | 1,000 | 0.06% |
| Manoranjan | 500 | 0.03% |
| Milind Kelkar | 5,250 | 0.32% |
| Muralidhar Sundar | 500 | 0.03% |
| Neerav Naik | 1,000 | 0.06% |
| Nethravathy | 250 | 0.02% |
| Nidhi Gupta | 500 | 0.03% |
| Nikhil Deshpande | 250 | 0.02% |
| Nikunj | 500 | 0.03% |
| Pavan Bhat | 500 | 0.03% |
| Pradeep | 250 | 0.02% |
| Praveen Hullur | 500 | 0.03% |
| Praveen Singh | 500 | 0.03% |
| Pravin Nampoothiri | 500 | 0.03% |
| Pritha Choudhuri | 1,000 | 0.06% |
| Puneet Gulati | 500 | 0.03% |
| R.Sowmya | 500 | 0.03% |
| Rajneesh Khosla | 3,000 | 0.19% |
| Rakesh Pande | 1,000 | 0.06% |
| Reddy | 250 | 0.02% |
| Ruchi Kapoor | 1,875 | 0.12% |
| S. Deepak Kumar | 1,000 | 0.06% |
| Sameer | 2,000 | 0.12% |
| Santosh Ramji | 1,000 | 0.06% |
| <i>Saurabh Chopra</i> | 2,000 | 0.12% |
| Shila Cyriac | 1,000 | 0.06% |
| Shravan | 500 | 0.03% |
| Sindhu Lekha | 250 | 0.02% |
| Siva Kumar H | 250 | 0.02% |
| Sneha Thakkar | 500 | 0.03% |
| Sooraj | 250 | 0.02% |
| <i>Stephen Samuel</i> | 3,000 | 0.19% |
| Stuti Dhandhanania | 250 | 0.02% |
| Suchitra | 1,000 | 0.06% |
| Sudershan | 500 | 0.03% |
| Suresh Babu Perumal | 750 | 0.05% |
| Tarun Kumar Mukherjee | 250 | 0.02% |
| V. Makesh | 1,400 | 0.09% |
| Varun Mohanpuria | 500 | 0.03% |

| Name | ON EFFECTIVE DATE | |
|---|-------------------|----------------|
| VC.Radha | 500 | 0.03% |
| Vikas Verma | 1,000 | 0.06% |
| <i>Vinay CR</i> | 2,000 | 0.12% |
| Vinitha Unni | 500 | 0.03% |
| Vinoth Babu | 250 | 0.02% |
| OTHER SHAREHOLDERS | | |
| Tawny Dove Ltd. | 180,830 | 11.18% |
| K. Ganesh | 56,900 | 3.52% |
| Spark Capital Advisors (India) Pvt Ltd. | 81,000 | 5.01% |
| Raji Raju | 71,470 | 4.42% |
| Glen M Springer | 38,710 | 2.39% |
| Infermotions Corporation | 20,670 | 1.28% |
| MS Krishnan | 8,510 | 0.53% |
| GRAND TOTAL | 1,618,060 | 100.00% |

Note: Shareholders whose names appear in italics are Non-Resident Indians

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SCHEDULE 2
BUSINESS PLAN

As appended as the final pages of this Agreement.

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**SCHEDULE 3
CUSTOMER CONTRACTS**

Existing

| Client | FY 07-08E Revenue (\$k) |
|------------------------------------|--------------------------------|
| GSK-EKC | 3,291 |
| NDE Analytics | 2,202 |
| GMAC | 213 |
| Travelocity | 261 |
| BA-KISS | 112 |
| Dunnhumby | 755 |
| AVIVA | 140 |
| Armstrong | 1,044 |
| EMC | 220 |
| LMS Alcoa | 237 |
| Total from existing clients | 8,475 |

Prospects

- EMC Bear Stearns
- St Paul's Travelers
- M&T Bank
- First Horizon Bank
- Aviva (pitching for additional work over and above what is currently being delivered)
- Daimler Chrysler and Daimler Chrysler Financial Services
- GM
- Kimberly Clarke
- Diageo
- Rio Tinto
- Herbal Life
- Pfizer
- Bristol Myers Squibb

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SCHEDULE 4

REPRESENTATIONS AND WARRANTIES OF THE FOUNDERS AND SELLING SHAREHOLDERS

1. The Founders (and in the case of sub-clause (u) of this Clause 1 of this Schedule 4, the Selling Shareholders) jointly and severally represent and warrant to the Purchaser as follows:

(a) Information

All information in relation to the Company, the Business and the Founders, which would be material to the Purchaser for the purposes of purchasing the Sale Shares from the Founders in accordance with the terms of this Agreement, has been made available and disclosed to the Purchaser and such information is true and fair in all respects, and no such information omits to state any fact necessary to make such statements true and fair.

(b) Organization and Capital Structure of the Company

- (i) The Company is a private limited company incorporated under the provisions of the Act. The Company is duly organized and validly existing under Applicable Law. The Company has the corporate power and authority to own, operate and use its assets and carry on the Business as now conducted.
- (ii) The authorized share capital of the Company is Rs. 20,00,000 (Rupees Twenty Lakhs only) divided into 20,00,000 (Twenty Lakh) Shares of Rupees one each. The issued and paid up share capital of the Company is Rs. 16,18,060 (Rupees Sixteen Lakhs, Eighteen Thousand and Sixty only) divided into 16,18,060 (Sixteen Lakhs, Eighteen Thousand and Sixty) Shares. Other than the Sale Shares, the Company has not issued any other shares of any nature whatsoever. There are no agreements, arrangements, options, warrants, calls or other rights relating to the issuance, sale or purchase of any of the Shares. There are no preemptive rights, rights of first refusal or other similar rights relating to any of the Shares. There are no voting trusts or other arrangements or understandings with respect to the voting of any of the Shares. Further, as on April 1, 2007 and the First Closing Date, there are no outstanding Stock Options (whether vested or not) which are capable of conversion into Shares of the Company.
- (iii) The Company has delivered a true and complete copy of its Charter Documents, amended to date and in full force and effect on the date hereof, the minutes of the proceedings of the Board of Directors, committees (if any) and shareholders for the past 4 (four) years to the Purchaser. The Company is not in violation of any of the provisions of its Charter

Documents. Also, to the best of the Knowledge of it's Founders, the Company has not committed any default in filing of appropriate returns, statements, reports, and all other statutory requirements have been complied with.

(c) Subsidiaries and Investments

Other than as set out in the Balance Sheets of the Company as on the Balance Sheet Date , the Company does not have, and has never had, any subsidiaries and does not otherwise own, and has not otherwise owned, any shares in the capital of, or control of, directly or indirectly, any corporation, partnership, association, joint venture or other Person.

(d) Authority

- (i) The Company has the corporate power and authority to execute, deliver and perform the Definitive Agreements and any other documents which may be required to effect the transactions contemplated by the Definitive Agreements. Each of the Selling Shareholders has the authority to execute, deliver and perform the Definitive Agreements and the transactions contemplated by the Definitive Agreements, and has where necessary, obtained shareholder and/or other consents required for the same. The execution, delivery and performance by the Company of the Definitive Agreements to which it is a party has been duly authorized and approved by the Board of Directors. The execution, delivery and performance by each of the Selling Shareholders of each of the Definitive Agreements to which it is a party has been duly authorized and approved by any necessary corporate or other action.
- (ii) The execution, delivery and performance of the Definitive Agreements will not violate, conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, modification, termination or cancellation or a loss of rights under any or all of the following: (1) any contract to which the Company or the Founders are parties; (2) any court order to which the Company or any Founder is a party or by which the Company or any Founder is bound; (3) any Laws affecting the Company or the Founders; or (4) any other binding obligations of the Company or the Founders.

(iii) All Approvals or acts of, or the making by, the Company or the Founder(s) of any declarations, filings or registrations with any governmental bodies as may be required by Law in connection with the execution of the Definitive Agreements and the effecting of the transactions contemplated by the Definitive Agreements have been obtained and/or completed.

(e) Financial Statements

The Balance Sheets of the Company and the audited accounts and financial statements for the period ended March 31, 2005 and March 31, 2004 (collectively the “**Financial Statements**”) have been provided to the Purchaser. The Financial Statements present fairly and truly in all material respects the financial position and results of operations of the Company, as of the respective dates and for the respective periods covered thereby and have been or are prepared in accordance with Indian GAAP, consistently applied. The Financial Statements present true and complete representations of the assets and liabilities of the Company as of the dates specified therein. The Company has established and maintains, adheres to and enforces a system of internal accounting controls that are effective in providing assurance regarding the reliability, completeness and accuracy of financial reporting and the preparation of financial statements in accordance with Indian GAAP (including the Financial Statements).

(f) Operations since -Balance Sheet Date

Save and except as specifically disclosed in writing, since the Balance Sheet Date till First Closing Date:

- (i) There has been no Material Adverse Effect and/or no event which would materially affect the ability of the Company to continue to operate the Business as conducted, or as contemplated by this Agreement.
- (ii) The Company has not issued or authorized for issuance any equity shares, bond, note or other security of the Company.

- (iii) The Company has not without the consent of the Purchaser (if so required), incurred any material debt, obligation or liability that exceeds Rs. 5,00,000 in an individual transaction.
- (iv) The Company has not purchased, redeemed, allotted, or otherwise acquired, directly or indirectly, any share or shares of the Company's capital.
- (v) The Company has not created, voluntarily or involuntarily, any Encumbrance upon any of its assets or properties.
- (vi) The Company has not sold any of its assets or properties which has a book value in excess of Rs. 1,00,000 (cumulative) per annum.
- (vii) The Company has not purchased any securities of any Person.
- (viii) The Company has not incurred any expenditure for the purchase, acquisition, construction or improvement of any equipment or capital asset in excess of Rs. 5,00,000 in an individual transaction.
- (ix) The Company has not made any loan to any Person in excess of Rs. 10 Lakhs in the aggregate.
- (x) The Company has not amended, terminated or failed to renew any material contract that is due for renewal.
- (xi) The Company has not failed to claim outstanding accounts receivables, deferred payments of accounts payable, or prepaid any obligation in excess of Rs. 10,00,000.
- (xii) The Company or its assets have not become subject to any Encumbrance.
- (xiii) The Company has not changed its accounting methods or practices or, written off any reserves other than as disclosed in the Balance Sheets.
- (xiv) The Company has not revalued its assets.
- (xv) To the best of the Founders' Knowledge, the Company or its directors, officers or employees have not received any notices, or Knowledge of any nature whatsoever which would indicate litigation, liability, or any extraordinary cost from any third parties, past or present employees, or governmental bodies against the Company which would result in a Material Adverse Effect.
- (xix) As of Effective Date and the First Closing Date, the Company has not registered any transfer of Shares other than those recorded in the share transfer register of the Company as of the date hereof.

- (xxi) The Company has adequately provided for all amounts (including Taxes) that should have been accounted for or reserved by it in the ordinary course of business in accordance with Indian GAAP and the same is reflected in the financial statements
- (xxii) The Company has not made any investments, save and except for investments in the Subsidiary and capital expenditure not exceeding USD 50,000/-. For the purposes of this clause, the term, "Investments" shall be deemed to exclude fixed deposits, mutual funds and other money market instruments.

(g) No Undisclosed Liabilities

The Company has no material obligations or liabilities of any nature (whether accrued, absolute, contingent, or otherwise) other than:

- (i) those set forth or adequately provided for in the Balance Sheet; and
- (ii) those incurred in the ordinary course of business since the Balance Sheet Date and consistent with past practice.

(h) Taxes

- (i) The Company has filed or caused to be filed in a timely manner all Tax Returns required to be filed by the First Closing Date in accordance with applicable Laws. The Tax Returns filed by the Company have made disclosures as required under applicable Law and all Taxes (including withholding taxes) due as of the First Closing Date have been paid. Further, there are no claims, proceedings or actions pending or threatened to the Knowledge of the Founders or the Company, relating to Taxes, in respect of the Company.

(i) Assets

- (i) All movable assets required for carrying on the Business of the Company as is presently being carried on are in normal working condition and good working order subject to normal wear and tear; and
- (ii) Except as disclosed in the Financial Statements, all the assets of the Company, whether movable or immovable, real or tangible, are free and clear of all Encumbrances of any nature whatsoever and other than the Company, no other party, including the Founders, has any subsisting rights, claim or title over such assets, including the right to possess or use such assets. Provided that the assets of the Company that are bonded in order to fulfill the requirements of Software Technology Park Scheme of India shall not be considered as Encumbered for the purposes of this Agreement.

(iii) The immovable assets of the Company, including, without limitation, equipment and machinery, owned, leased, or licensed by the Company or employed by it, are in serviceable condition and repair for use thereof in the ordinary course of business.

(j) Property Leases

- (i) Copies of each contract under which the Company leases, holds or operates any real property owned by any third Person or subleases any real property to any third Person has been made available to the Purchaser as listed in Schedule J hereto.
- (ii) No material breach of any covenant affecting the freehold or leasehold title to any asset of the Company has occurred and in relation to each leasehold property, the rent has been paid in accordance with the relevant agreements. There do not exist any easements over the immovable assets, which would materially affect the Company's use and enjoyment of the immovable assets.
- (iii) Where any immovable and movable assets are used in the Business but not owned by the Company or any facilities or services are provided to the Company by any third party, there has not occurred any event of default or any other event or circumstance, which may entitle any third party to terminate any agreement or license in respect of the provision of such facilities or services (or any event or circumstance which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute such an event or circumstance).

(k) Governmental Permits

The Company possesses all licenses, permits, registrations, approvals and other authorizations from governmental authorities necessary to entitle it to carry on and conduct its Business as currently conducted (collectively "**Governmental Permits**"), except for governmental permits which, if not possessed by the Company, would not, individually or in the aggregate, be material to the Company. The Company has performed all obligations under each Governmental Permit which are required for such Governmental Permit to be continuing, valid and subsisting. No event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach or default under, or which would allow revocation

or termination of, any Governmental Permit. To the best of the Founders' Knowledge, the Company has not received notice of cancellation, default or any dispute concerning any Governmental Permit which, if not possessed by the Company, would, individually or in the aggregate, be material to the Company.

(l) Intellectual Property.

- (i) The Company as reasonably permitted and disclosed, owns all the Intellectual Property. For the purposes of this Clause, the term "Intellectual Property" shall include all of the following categories of Intellectual Property owned by the Company:
 - (1) copyrights and all renewals thereof on software developed by the Company;
 - (2) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing;
 - (3) all other intellectual property, including but not limited to design rights, trade names and domain names;
- (ii) The Intellectual Property is fully transferable, assignable, alienable and licensable by the Company following the Effective Date without restriction and without payment of any kind to any third party.

- (iii) The Intellectual Property is free and clear of any liens, charges or any Encumbrance by whatever name and is freely transferable at the option of the Company.
- (iv) In each case in which the Company has acquired the Intellectual Property from any Person (including any Affiliate), the Company has obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in such Intellectual Property (including the right to seek past and future damages with respect thereto) to the Company. The Company has recorded each such assignment of the Intellectual Property with the appropriate authority.
- (v) The Company has no Knowledge of any facts or circumstances that would render any Intellectual Property rights invalid or unenforceable.
- (vi) The Company has not transferred ownership of, or granted any exclusive license of or right to use, or authorized the retention of any exclusive rights to use or joint ownership of, any Intellectual Property to any other Person (including to any Affiliate of Company). The Company has not allowed the Company's rights in the Intellectual Property to lapse or enter the public domain.
- (vii) There are no contracts, licenses or agreements between the Company and any other Person with respect to any rights on the Intellectual Property, under which there is any dispute regarding the scope of such agreement, or performance under such agreement, including with respect to any payments to be made or received by the Company thereunder.
- (viii) To the Knowledge of the Founders, there is no suit, or notice whether pending for infringement against any of the Intellectual Property or against the Company for infringement of intellectual property rights of any third parties.

(m) Subsidiary.

- (i) That the Subsidiary is a 100% subsidiary of the Company. For the purposes this sub-clause (m) the Company shall be referred to as the "Parent".
- (ii) Other than Parent, the Subsidiary has no other affiliate or subsidiaries.
- (iii) The Subsidiary's employees use the Connecticut location for all written communications including business cards and e-mail return addresses.

- (iv) Subsidiary has no office outside the United States of America.
 - (v) As to the Subsidiary, there have been no circumstances which have given rise to any insolvency proceedings occurring. For the purposes of this sub-clause, the term “insolvency proceedings” includes any form of bankruptcy, liquidation, receivership, administration, arrangement or plan with creditors, moratorium, stay or limitation of creditors’ rights, interim or provisional supervision by the court or court appointee, whether in the jurisdiction of the place of control, or of incorporation or residence, or elsewhere.
 - (vi) The Subsidiary and their respective directors, officers and employees has complied with all US federal, state and local statutory and regulatory duties.
 - (vii) The Subsidiary has been duly qualified to transact business as a foreign operating company in every state and other jurisdiction where it has conducted business and its in good standing (including for tax matters) in each such jurisdiction, and has received no notices of default, violation or breach of any of them.
 - (viii) The Company has provided to the Purchaser copies of all agency, distributorship, marketing, purchasing, manufacturing or licensing agreements or arrangements to which the Subsidiary and/or any of its subsidiaries is a party.
 - (ix) There is/ are no agreement(s) to which the Subsidiary is a party, which in any way restricts its freedom to carry on its business in the United States of America
 - (x) There is/are no agreement(s) or arrangement(s), to which the Subsidiary is a party, and which:
 - a. infringes any relevant anti-trust or similar legislation in any jurisdiction in which the Subsidiary carries on business or has assets or sales; or
 - b. is void or unenforceable (whether in whole or in part) or may render the Subsidiary liable to proceedings under any such legislation as is referred to in sub-paragraph (a) above.
 - (xi) There is/are no agreement(s) or arrangement(s) for any business practices to which the Subsidiary is now a party, or has been a party during the last two years, in respect of which:
 - a. any request for information, statement of objections or similar matter has been received from any court, tribunal, governmental, national or supra-national authority; or
-

- b. any correspondence has been conducted between the Subsidiary and any court, tribunal, governmental, national or supra-national authority.
- (xii) There are no business machinery and equipment, motor vehicles any other fixed assets owned by the Subsidiary.
 - (xiii) The Subsidiary has not entered into any hire purchase and leasing contracts with respect to any fixed assets.
 - (xiv) There are no real properties owned, controlled, used or occupied by the Subsidiary (including any freehold, leasehold, mortgages).
 - (xv) The Subsidiary has no equipment which is not: (a) in good repair and condition and/ or (b) in satisfactory working order and/or (c) properly serviced and maintained and/ or (d) in surplus to requirements of the business of the Subsidiary;
 - (xvi) The Subsidiary's authorised share capital is 1,000 shares of common stock, on par value per share.
 - (xvii) The issued share capital of each class (indicating which shares are not fully paid up or credited as fully paid up) is: 1,000 shares of common stock.
 - (xviii) There are no treasury shares, share option agreements or arrangements and/or pre-emption rights and/or conversion rights over the Subsidiary's share capital (whether issued or not).
 - (xix) There are no liens, mortgages, charges or encumbrances over the share capital of the Subsidiary or to the best of Knowledge of the Founders.
 - (xx) There are no contracts entered into by the Subsidiary within the past two years which are not entirely of an arm's length nature.
 - (xxi) There are no breaches of contract which may have given rise to any, litigation, arbitration or any other dispute resolution procedure involving the Subsidiary. Further, to the best of Knowledge of the Founders, there are no potential litigations against the Company and the Subsidiary.
 - (xxii) There is no default by the Subsidiary and/or its subsidiaries under any agreement, trust deed, instrument or arrangement.

- (xxiii) There are no existing or pending litigations or judgments affecting the Subsidiary and/or its assets.
 - (xxiv) There is no investigation, inquiry or enforcement proceedings or process by any governmental, administrative or regulatory body. . Further, to the best of Knowledge of the Founders there are no potential investigation, inquiry or enforcement proceedings or process by any governmental, administrative or regulatory body against the Company and the Subsidiary.
 - (xxv) All current employees of the Subsidiary have signed the three-page “Terms and Conditions of Employment” bearing 10 numbered paragraphs, in the form submitted to Purchaser on or about March 27, 2007 by Debbie Brosy. The Subsidiary retains one original fully executed original of each such document.
 - (xxvi) The Company has presumed that all persons classified as consultants have been properly classified for all regulatory, tax and compliance purposes, and the Subsidiary is not liable for any taxes, insurance, compensation, pension or employment plan, registration, interest, penalties or other liabilities as to any consultant under applicable employment law.
 - (xxvii) The Subsidiary has paid in full to all its employees or adequately accrued for in accordance with U.S. GAAP all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees.
 - (xxviii) The Subsidiary has no:
 - a. employee benefit plans (as defined in of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) and no bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, and all employment, termination, severance or other contracts or agreements, whether legally enforceable or not, to which the Subsidiary is a party, with respect to which the Subsidiary has any obligation or which are maintained, contributed to or sponsored by the Subsidiary for the benefit of any current or former employee, officer or director of the Subsidiary, other than the retention bonus as reflected in the Balance Sheets.
 - b. employee benefit plan for which the Subsidiary could incur liability in the event such plan has been or were to be terminated;
-

c. contracts, arrangements or understandings between the Selling Shareholder or any of their Affiliates and any employee of the Subsidiary, including, without limitation, any contracts, arrangements or understandings relating to the sale or change in control of the Subsidiary.

(xxix) The Subsidiary is not liable to any third party for any infringement of intellectual property (including without limitation any patent, copyright, trade secret, or trademark) of a third party. Neither Parent nor Subsidiary has any actual notice of any claims or to the best of Knowledge of the Founders, there are no threatened claims of any such possible infringement or that any intellectual property of the Parent or Subsidiary is not validly owned by such entity.

(n) Liability

(i) The Company does not have any pending claim/ litigation arising out of any injury to individuals or property as a result of the use of any services of the Company

(ii) There are no loans taken, guarantees issued and other similar obligation assumed by the Company,.

(iii) To the best of the Knowledge and belief of the Founders, there are no outstanding claims/liabilities of and/or against the Company that have resulted in the Company being in default of the above obligations or the above obligations being invoked, as applicable.

(o) Compliance with Laws and Litigation

(i) The Company has complied with all Applicable Laws, is not in violation in respect of any Law, and has not received any notices of violation of any Law with respect to the conduct of Business or the ownership or operation of its assets. The Company has also complied with all US Laws and regulatory duties including all federal, state and local laws in so far as it relates to applicable Customer Contracts.

(ii) There is no private or governmental action, suit proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, which, is ongoing or to the Knowledge of the Founders, is threatened against the Company.

(iii) There is no judgment, decree or order against the Company, or any of its Founders (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this Agreement, or that may be material to the Purchaser.

(iv) The Company does not have any pending litigations from Tax or other authorities under any Law in force which currently have a bearing on the Business.

(p) Insurance

- (i) The list of all insurance policies covering the assets, business, equipment, properties and liabilities of the Company as set out in Schedule P has been provided to the Purchaser.
- (ii) The insurance policies provide sufficient cover, commensurate as per normal industry practice, against any injury, damage, loss, harm of the entire assets, stock, machinery, stock in transit, liability and/or services of the Company.
- (iii) There is no claim by the Company pending under any of such policies.
- (iv) All premiums due and payable under all such policies have been paid and the Company is otherwise in compliance with the terms of such policies. There is no threatened termination of, or material premium increase with respect to, any of such policies in excess of Rs. 50,000.
- (v) There are no insurance claims and liabilities, outstanding or otherwise, payable to any Person by the Company in excess of Rs. 5,00,000.
- (vi) The Company and the Subsidiary have taken necessary insurance policies required to be taken under any of the Customer Contracts and all the insurance policies so taken are valid and subsisting.

(q) Contracts

- (i) A list of all the existing Customer Contracts, and employee contracts for Key Employees, to which the Company is a party or by which it is bound, is as set out in Schedule Q, and has been provided to the Purchaser.
- (ii) Each of the contracts to which the Company is a party (“**Business Agreements**”) constitutes a valid and binding obligation of the Company.

(iii) Each of the contracts listed in (i) above, are in full force and will continue in full force and effect after the Effective Date without the consent, approval or act of, or the making of any filing with, any other party. The Company is not in material breach or default under any of the Business Agreements.

(r) Banks

The names and addresses of all banks at which the Company has an account has been set out in Schedule R hereto.

(s) Potential Conflicts of Interest

No Founder

- (i) owns, directly or indirectly, any interest in, or is an officer, director, employee or consultant of, any Person that is, or is engaged in business similar to the Business as, a current competitor;
- (ii) owns, directly or indirectly, in whole or in part, any intellectual or other property that the Company uses in the conduct of the Business;
- (iii) has any claim whatsoever against, or owes any amount to, the Company, and
- (iv) has any agreement in relation to matters set out in (i) to (iii) above existing on the date hereof.

(t) Information Technology Matters:

- (i) The use of the computer systems by the Company does not to the best of the Knowledge of the Founders, infringe the intellectual property rights of any third party.
- (ii) The Company has exclusive control of the operation of the computer systems and of the storage, processing and retrieval of all data stored on the computer systems and any intellectual property rights in such data are owned solely by the Company other than data provided by clients of the Company and consultants in the ordinary course of business.

(u) Good Title

Each of the Selling Shareholders has and will have on the First Closing Date and the Second Closing Date, good and marketable title to the Sale Shares set forth opposite such Selling Shareholder's name in Schedule 1, free and clear of any and all Encumbrances, equities, and claims whatsoever, with full right and authority to deliver the same under this Agreement, and upon delivery of the Shares set forth opposite such Selling Shareholder's name in Schedule 1

hereto and payment of the consideration therefor as contemplated in this Agreement, will convey to the Purchaser good and marketable title to such Sale Shares free and clear of all Encumbrances, equities, pre-emptive rights, rights of first refusal, and any other claim of the Selling Shareholders or any third party.

(v) Employees

- (i) To the best of the Knowledge of the Founders and based on the information obtained by them from the Employees, the details disclosed to the Purchaser by the Founders about the employees as set out in Schedule 5 are accurate, up to date and complete in all respects and not misleading in any manner. The particulars of the terms and conditions of employment of the employees as set out in Schedule 5 are accurate, up to date and complete in all respects and not misleading.
- (ii) There are no employment-related disputes involving the employees as party (ies), or otherwise affecting their rights or obligations under the relevant employment agreement, pending or threatened against the Company and the Founders.
- (iii) There is no industrial or trade dispute or any dispute or negotiation regarding a claim with any trade union.
- (iv) To the best of the Founders' Knowledge, no director or other Key Employee has received written intimation of their intent to terminate his/her employment with the Company as a result of the transactions contemplated by this Agreement or otherwise.

(y) Related Party Transactions

- (i) The Company is not party to any transactions with any of its related parties, being a related party as defined under the Act, or any directors, officers, employees, or Affiliates of the Company.
- (ii) No related party or any member of his or her immediate family is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them

(zb) Other

- (i) To the best of the Knowledge of the Founders, the Historical Revenue and PAT for the Company is in line with Indian GAAP and normal business practices of the past Knowledge
- (ii) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.
- (iii) There have been no Stock Options (whether vested or not) capable of being converted into Shares at any time in future and the shareholding pattern of the Company, as of the date of this Agreement and immediately prior to the First Closing Date, is as set forth in Schedule 1 hereof.
- (iv) The Company, as of the date of this Agreement, is not in anyway indebted to any third party with respect to any loans, advances, financial assistance or credit facilities provided to the Company (Customer Advances and Current Liabilities and Provisions including employee, vendor and creditor dues shall not be treated as instances of indebtedness of the Company);
- (v) The Company has not, as of the date of this Agreement, availed of any foreign currency denominated loans;
- (vi) As of the First Closing Date, other than the shareholders agreements terminated in accordance with Clause 3.2 (j), there exists no other agreements relating to the Shares and governance of the Company.

Schedule 5
LIST OF KEY EMPLOYEES

| <u>Employee</u> | <u>Employee ID</u> | <u>Designation</u> | <u>Date of Joining</u> | <u>Remuneration Paid (Rs.)</u> |
|------------------------------|--------------------|---------------------------|------------------------|--------------------------------|
| Amitabh Bose | MKT-138 | VP— Client Services | 19-Sep-05 | 30,00,000 |
| Anuradha Sharma | MKT-026 | Chief Analytics Officer | 10-Aug-03 | 28,00,000 |
| Sanjit Bhoumik | MKT-172 | Director— Client Services | 21-Feb-06 | 20,00,000 |
| Rajeev Sinha | MKT-132 | Director— Client Services | 6-Sep-05 | 16,00,000 |
| Parthasarathy Vallabajosyula | MKT-021 | Director— Client Services | 1-Sep-03 | 20,00,000 |
| V.Krishnaraj | MKT-046 | VP Client Services | 14-Jul-04 | 24,00,000 |
| Raj Bhatt | MKT-228 | VP Client Services | 6-Jul-06 | 25,00,000 |
| Sanjay Dattatri | MKT-289 | VP Bazaar Buzz | 1-Mar-07 | 14,00,000 |
| Rajesh Apkari | MKT-150 | CTO | 3-Nov-05 | 17,00,000 |
| Vijay Jumanni | MKT-005 | Director— Business Dev | 1 Jan 03 | 16,00,000 |

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Schedule 6
EMPLOYEE LOAN FOR CONVERSION OF OPTIONS

Marketics Technologies (India) Pvt. Ltd.

| Sl. Nos. | Employee Name | Loan (Amount in Rs.) | No. of Shares |
|----------|-------------------------------|-------------------------|------------------|
| 1 | Abhishek Ranjan Jha | 17,177.50 | 250 |
| 2 | Ajay | 34,355.00 | 500 |
| 3 | Aju Abraham | 17,177.50 | 250 |
| 4 | Amitabh Bose | 840,000.00 | 15,000 |
| 5 | Annie Thomas | 56,000.00 | 1,000 |
| 6 | Anuradha Sharma | 530,186.25 | 9,750 |
| 7 | Arjun Madhavan | 34,355.00 | 500 |
| 8 | Arpan Gupta | 12,765.60 | 600 |
| 9 | Ashish Kumar | 34,355.00 | 500 |
| 10 | Ashish Mahajan | 34,355.00 | 500 |
| 11 | Bhargavi | 17,177.50 | 250 |
| 12 | Charles | 68,710.00 | 1,000 |
| 13 | Dechen | 17,177.50 | 250 |
| 14 | Dibyoyjyoti Halder | 56,000.00 | 1,000 |
| 15 | Dipayan Chakraborty | 74,654.50 | 1,900 |
| 16 | Doyel | 34,355.00 | 500 |
| 17 | Durga Prasad | 56,000.00 | 1,000 |
| 18 | Eronesu Kar | 34,355.00 | 500 |
| 19 | G K Suresu Kumar | 6,610.00 | 1,000 |
| 20 | G.Vijaya | 34,355.00 | 500 |
| 21 | Gaurav Gupta | 56,000.00 | 1,000 |
| 22 | Gautam Munshi | 159,065.00 | 2,500 |
| 23 | Giridhar | 90,355.00 | 1,500 |
| 24 | GKR Krishnan | 5,944.50 | 900 |
| 25 | Hemalatha Dave | 17,177.50 | 250 |
| 26 | Kakul Paul | 34,355.00 | 500 |
| 27 | Kamal Mishra | 90,355.00 | 1,500 |
| 28 | Krishnan Seshadri | 68,710.00 | 1,000 |
| 29 | Malavika | 17,177.50 | 250 |
| 30 | Malini | 17,177.50 | 250 |
| 31 | Manik Bhandari | 68,710.00 | 1,000 |
| 32 | Manoranjan Pattanayak | 34,355.00 | 500 |
| 33 | Muralidhar Sundar | 34,355.00 | 500 |
| 34 | Neerav Naik | 21,276.00 | 1,000 |
| 35 | Nethravathy | 17,177.50 | 250 |
| 36 | Nidhi Gupta | 34,355.00 | 500 |
| 37 | Nikhil Deshpande | 17,177.50 | 250 |
| 38 | Nikunj | 34,355.00 | 500 |
| 39 | Parthasarathy Vallabhajosyula | 101,086.25 | 2,375 |
| 40 | Pavan Bhat | 34,355.00 | 500 |
| 41 | Pradeep | 17,177.50 | 250 |
| 42 | Praveen Hullur | 34,355.00 | 500 |
| 43 | Praveen Singh | 34,355.00 | 500 |

| Sl. Nos. | Employee Name | Loan (Amount in Rs.) | No. of Shares |
|--------------|-----------------------|-------------------------|-------------------|
| 44 | Pravin Nampoothiri | 34,355.00 | 500 |
| 45 | Pritha Choudhuri | 56,000.00 | 1,000 |
| 46 | R.Sowmya | 34,355.00 | 500 |
| 47 | Rajeev Sinha | 68,710.00 | 1,000 |
| 48 | Rajesh Apkari | 68,710.00 | 1,000 |
| 49 | Rajesh Kumar Bhatt | 1,680,000.00 | 30,000 |
| 50 | Rajneesh Khosla | 5,944.50 | 900 |
| 51 | Rakesh Pande | 68,710.00 | 1,000 |
| 52 | Reddy | 17,177.50 | 250 |
| 53 | Ruchi Kapoor | 128,831.25 | 1,875 |
| 54 | S. Deepak Kumar | 68,710.00 | 1,000 |
| 55 | Sameer | 137,420.00 | 2,000 |
| 56 | Sanjay Dattatri | 1,030,650.00 | 15,000 |
| 57 | Sanjit Bhoumik | 280,000.00 | 5,000 |
| 58 | Santosh Ramji | 21,276.00 | 1,000 |
| 59 | Shila Cyriac | 21,276.00 | 1,000 |
| 60 | Shravan | 34,355.00 | 500 |
| 61 | Sindhu Lekha | 17,177.50 | 250 |
| 62 | Siva Kumar H | 17,177.50 | 250 |
| 63 | Sneha Thakkar | 34,355.00 | 500 |
| 64 | Sooraj | 17,177.50 | 250 |
| 65 | Stuti Dhandhanian | 17,177.50 | 250 |
| 66 | Suchitra | 56,000.00 | 1,000 |
| 67 | Sudershan | 34,355.00 | 500 |
| 68 | Suresh Babu Perumal | 51,532.50 | 750 |
| 69 | Tarun Kumar Mukherjee | 17,177.50 | 250 |
| 70 | V Krishnaraj | 1,172,879.70 | 17,070 |
| 71 | V. Makesh | 83,484.00 | 1,400 |
| 72 | Varun Mohanpuria | 34,355.00 | 500 |
| 73 | VC.Radha | 34,355.00 | 500 |
| 74 | Vijay Jumani | 83,571.25 | 3,250 |
| 75 | Vikas Verma | 68,710.00 | 1,000 |
| 76 | Vinitha Unni | 34,355.00 | 500 |
| 77 | Vinoth Babu | 17,177.50 | 250 |
| Total | | 8,597,025.80 | 146,770.00 |

Marketics Inc.

| Sl. Nos. | Employee Name | Loan (Amount in Rs.) | No. of Shares |
|----------|---------------|-------------------------|------------------|
| 1 | Vinay CR | 3,038 | 2,000 |
| | Total | 3,038 | 2,000 |

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Schedule 7

PARAMETERS OTHER THAN NET INCOME THAT IMPLY ALLEVIATION OF UNDERPERFORMANCE

None, other than as mentioned in the Agreement.

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Schedule 8

LIST OF EACH SELLING SHAREHOLDERS, ALONG WITH SHAREHOLDING DETAILS, DETAILS OF THE AMOUNTS TO BE PAID TO THEM ON FIRST CLOSING AND WIRE TRANSFER DETAILS

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|------------------|----------------------|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| FOUNDERS: | | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| S. Ramakrishnan | ***** | 308,430 | 19.06% | 231,631 | 5,240,691 |

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| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|------------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Vinay Mishra | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 308,330 | 19.06% | 231,556 | 5,238,994 |
| Shankar Maruwada | ***** ***** ***** ***** ***** ***** ***** ***** ***** | 308,340 | 19.06% | 231,563 | 5,239,152 |
| KEY EMPLOYEES: | ***** ***** ***** ***** | | | | |
| Krishnaraj Venkatraman | ***** ***** ***** ***** | 73,970 | 4.57% | 55,551 | 1,256,851 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-----------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Anuradha Sharma | ***** ***** ***** ***** ***** ***** ***** ***** | 15,000 | 0.93% | 11,265 | 254,873 |
| | ***** ***** ***** ***** ***** ***** ***** ***** | | | | |
| Amitabh Bose | ***** ***** ***** ***** ***** ***** ***** ***** | 15,000 | 0.93% | 11,265 | 254,873 |
| | ***** ***** ***** ***** ***** ***** ***** ***** | | | | |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-------------------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Parthasarathy Vallabhajosyula | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 2,375 | 0.15% | 1,784 | 40,363 |
| Sanjit Bhoumik | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 5,000 | 0.31% | 3,755 | 84,958 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Rajesh Kumar Bhat | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 30,000 | 1.85% | 22,530 | 509,745 |
| Vijay Jumani | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 8,500 | 0.53% | 6,383 | 144,416 |
| Rajeev Sinha | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-------------------------|---|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Rajesh Apkari | ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Sanjay Dattatri | ***** ***** ***** ***** ***** ***** ***** ***** ***** | 15,000 | 0.93% | 11,265 | 254,873 |
| OTHER EMPLOYEES: | | | | | |
| Abhishek Ranjan Jha | ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|----------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Annie Thomas | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Arjun Madhavan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 375 | 8,484 |
| Arpan Gupta | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 2,000 | 0.12% | 1,502 | 33,983 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|----------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Ashish Kumar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Ashish Mahajan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Bhargavi | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Charles | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Dechen | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 187 | 4,231 |
| Dibyoyoti Haldar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|---------------------|---|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Dipayan Chakraborty | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 4,000 | 0.25% | 3,004 | 67,966 |
| Doyel | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Durga Prasad | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Eronesu Kar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| G K Suresu Kumar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|---------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| G.Vijaya | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Gaurav Gupta | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Gautam Munshi | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 2,500 | 0.15% | 1,877 | 42,467 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|----------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Giridhar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,500 | 0.09% | 1,127 | 25,499 |
| GKR Krishnan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 3,000 | 0.19% | 2,253 | 50,975 |
| Hemalatha Dave | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 187 | 4,231 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|--------------|----------------------|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Kakul | ***** | 500 | 0.03% | 376 | 8,507 |
| | ***** | | | | |
| Kamal Mishra | ***** | 1,500 | 0.09% | 1,127 | 25,499 |
| | ***** | | | | |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Krishnan Seshadri | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Malavika | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 187 | 4,231 |
| Malini | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|----------------|---|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Manik Bhandari | ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Manoranjana | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Milind Kelkar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 5,250 | 0.32% | 3,943 | 89,211 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Muralidhar Sundar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Neerav Naik | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Nethravathy | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|------------------|----------------------|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Nidhi Gupta | ***** | 500 | 0.03% | 376 | 8,507 |
| | ***** | | | | |
| Nikhil Deshpande | ***** | 250 | 0.02% | 188 | 4,254 |
| | ***** | | | | |
| Nikunj | ***** | 500 | 0.03% | 375 | 8,484 |
| | ***** | | | | |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|----------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Pavan Bhat | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Pradeep | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |
| Praveen Hullur | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|--------------------|----------------------|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Praveen Singh | ***** | 500 | 0.03% | 375 | 8,484 |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
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| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| Pravin Nampoothiri | ***** | 500 | 0.03% | 375 | 8,484 |
| | ***** | | | | |
| | ***** | | | | |
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| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Pritha Choudhuri | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Puneet Gulati | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| R.Sowmya | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 375 | 8,484 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-----------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Rajneesh Khosla | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 3,000 | 0.19% | 2,253 | 50,975 |
| Rakesh Pande | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Reddy | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 187 | 4,231 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|----------------|----------------------|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Sameer | ***** | 2,000 | 0.12% | 1,502 | 33,983 |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| Santosh Ramji | ***** | 1,000 | 0.06% | 751 | 16,992 |
| | ***** | | | | |
| | ***** | | | | |
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| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| Saurabh Chopra | ***** | 2,000 | 0.12% | 1,502 | 33,983 |
| | ***** | | | | |
| | ***** | | | | |
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| | ***** | | | | |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|--------------|---|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Shila Cyriac | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |
| Shravan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Sindhu Lekha | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 187 | 4,231 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|---------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Siva Kumar H | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 187 | 4,231 |
| Sneha Thakkar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |
| Sooraj | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 187 | 4,231 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|--------------------|---|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Stephen Samuel | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 3,000 | 0.19% | 2,253 | 50,975 |
| Stuti Dhandhanania | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |
| Suchitra | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,000 | 0.06% | 751 | 16,992 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|---------------------|----------------------|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Sudershan | ***** | 500 | 0.03% | 375 | 8,484 |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
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| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| Suresh Babu Perumal | ***** | 750 | 0.05% | 563 | 12,738 |
| | ***** | | | | |
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| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-----------------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Tarun Kumar Mukherjee | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |
| V. Makesh | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 1,400 | 0.09% | 1,051 | 23,779 |
| Varun Mohanpuria | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 376 | 8,507 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-------------|--|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| VC. Radha | ***** | 500 | 0.03% | 375 | 8,484 |
| Vikas Verma | ***** | 1,000 | 0.06% | 751 | 16,992 |
| Vinay CR | ***** | 2,000 | 0.12% | 1,502 | 33,983 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|---------------------------|---|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Vinitha Unni | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 500 | 0.03% | 375 | 8,484 |
| Vinoth Babu | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 250 | 0.02% | 188 | 4,254 |
| OTHER SHAREHOLDERS | | | | | |

| <u>Name</u> | <u>Bank Account Details</u> | <u>ON EFFECTIVE DATE</u> | | <u>PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE</u> | |
|---|-----------------------------|--------------------------|------------------|---|---|
| | | <u># of shares held</u> | <u>% holding</u> | <u>First Tranche Shares</u> | <u>First Tranche Consideration Payable (In USD)</u> |
| Tawny Dove Ltd. | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | | 180,830 | 11.18% | 135,803 | 3,072,566 |
| K. Ganesh | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | | 56,900 | 3.52% | 42,732 | 966,819 |
| Spark Capital Advisors (India) Pvt Ltd. | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | | 81,000 | 5.01% | 60,831 | 1,376,312 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|-----------------|--------------------------|-------------------|-----------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| Raji Raju | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | 71,470 | 4.42% | 53,674 | 1,214,383 |
| Glen M Springer | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | | | | |
| | ***** | 38,710 | 2.39% | 29,071 | 657,736 |
| | Infermotions Corporation | ***** | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | | | | |
| ***** | | 20,670 | 1.28% | 15,523 | 351,211 |

| Name | Bank Account Details | ON EFFECTIVE DATE | | PAYMENT OF FIRST TRANCHE CONSIDERATION ON FIRST CLOSING DATE | |
|--------------------|---|-------------------|----------------|--|--|
| | | # of shares held | % holding | First Tranche Shares | First Tranche Consideration Payable (In USD) |
| MS Krishnan | ***** ***** ***** ***** ***** ***** ***** ***** ***** | 8,510 | 0.53% | 6,391 | 144,597 |
| GRAND TOTAL | | 1,618,060 | 100.00% | 1,215,163 | 27,493,282 |

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Schedule 9

ALL CORPORATE APPROVALS AND APPROVALS REQUIRED FOR THE CONSUMMATION OF THE TRANSACTIONS

1. Resolutions of the Board of Directors of the Company

The Company shall, on the First Closing Date, provide certified true copies of the following resolutions of the Board of Directors of the Company, on the letterhead of the Company, to the Purchaser:

a. Transfer of Shares

RESOLVED that the transfer to WNS (Mauritius) Ltd of [•] equity shares of face value of Rs.[•] each, represented by the share certificates listed below, and each delivered with duly stamped and executed Share Transfer Forms, be and hereby is approved.

| <u>Transferor Name</u> | <u>Share Certificate no.</u> | <u>Distinctive nos.</u> | | <u>No. of Equity Shares of Rs.[•]/each</u> |
|------------------------|------------------------------|-------------------------|-----------|--|
| | | <u>From</u> | <u>To</u> | |

RESOLVED FURTHER, that Mr. /Ms. [•], Director of the Company, be and hereby is authorized by the Company to do all such acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the above resolution, including but not limited to making necessary entries in the Share Transfer Register and Register of Members of the Company, endorsing the share certificates involved under such transfers and to comply with all other requirements in this regard.

RESOLVED FURTHER, that Mr./ Ms. [•] Director of the Company be and hereby is authorized to arrange to file the required forms/ declarations with the Registrar of Companies.

b. Employment Agreements

RESOLVED that pursuant to the Share Purchase Agreement executed by the Company and its shareholders with WNS (Mauritius) Limited, the execution by the Company of an Employment Agreement, as per the draft Employment Agreements placed before the Board, with each of the following persons [Insert names of Employees], of the Company be and hereby is approved.

RESOLVED FURTHER, that Mr. [•], Director of the Company, be and hereby are authorized to execute the said Employment Agreements on behalf of the Company.

c. Change in Authorized Signatories for the Operation of the Company's Bank Account

RESOLVED that in supercession of earlier resolution dated [_____], authorizing Mr. [•], Mr. [•] and Mr. [•], to operate the bank accounts at the following banks [Insert Bank Details], the following personnel be authorized to operate the bank accounts at [Insert Bank Details], and the said banks be and hereby are authorized to honor cheques, bills of exchange, promissory notes and other orders drawn accepted, endorsed or made on behalf of the Company and to act on any instructions so given relating to the said accounts whether the same be in credit or overdrawn.

[Upto Rs 25 lakhs jointly by.]

[Mr.S.Ramakrishnan] or his authorised representative [Mr.Vinay Mishra]

or his authorised representative

[Above Rs. 25 lakhs jointly by]

[authorised representative of WNS]

[Mr. S.Ramakrishnan (or his authorised representative) or Mr.Vinay

Mishra (or his authorised representative)]

RESOLVED FURTHER, that each of Mr. [•] and Mr. [•], directors of the Company each be and hereby is severally authorized to forward a certified copy of the resolution to the banks for noting and effecting the change in the signatories as above.

d. Resignation and Appointment of Directors

RESOLVED that each resignation letter received from [list resigning directors], dated _____, respectively, expressing his desire to resign from the Board of the Company effective from the date of this meeting, be and hereby is accepted with immediate effect.

RESOLVED FURTHER, that _____, being eligible to be appointed as director as per the applicable provisions of the Companies Act, and who is present in this meeting by special invitation, be and hereby is appointed director of the Company with immediate effect to fill in casual vacancy arising from the resignation of [list the names of one of the directors resigning] pursuant to section 262 of the Companies Act, 1956, read with Article [•] of the Articles of Association of the Company, and further, [_____] shall hold the office of director until the next Annual General Meeting of the Company.

RESOLVED FURTHER, that _____, being eligible to be appointed as director as per the applicable provisions of the Companies Act, and who is present in this meeting by special invitation, be and hereby is appointed director of the Company with immediate effect to fill in casual vacancy arising from the resignation of [list the names of one of the directors resigning] pursuant to section 262 of the Companies Act, 1956, read with Article [•] of the Articles of Association of the Company, and further, [_____] shall hold the office of director until the next Annual General Meeting of the Company.

RESOLVED FURTHER, that _____, being eligible to be appointed as director as per the applicable provisions of the Companies Act, and who is present in this meeting by special invitation, be and hereby is appointed director of the Company with immediate effect to fill in casual vacancy arising from the resignation of [list the names of one of the directors resigning] pursuant to section 262 of the Companies Act, 1956, read with Article [•] of the Articles of Association of the Company, and further, [_____] shall hold the office of director until the next Annual General Meeting of the Company.

RESOLVED FURTHER, that _____, being eligible to be appointed as

director as per the applicable provisions of the Companies Act, and who is present in this meeting by special invitation, be and hereby is appointed director of the Company with immediate effect to fill in casual vacancy arising from the resignation of [list the names of one of the directors resigning] pursuant to section 262 of the Companies Act, 1956, read with Article [•] of the Articles of Association of the Company, and further, [] shall hold the office of director until the next Annual General Meeting of the Company.

RESOLVED FURTHER, that Mr. [•] and Mr. [•], Directors of the Company, each be and hereby is severally authorized to file the prescribed forms for intimating resignation of the directors and appointment of new directors in their place with the Registrar of Companies as per statutory requirements.

e. Convening of Extra-ordinary General Meeting of the Company

RESOLVED that an Extra-ordinary General Meeting of the Company be held on [Insert Date] at [Insert Time] at [Insert Address].

RESOLVED FURTHER, that the draft notice convening the Extra-ordinary General Meeting of the Company be placed before the meeting and initialed by the Chairman for identification be and is hereby approved.

RESOLVED FURTHER, that Mr. [] of the Company be and is hereby authorized to issue notice of the Extra-ordinary General Meeting of the Company to the members of the Company at a shorter notice for convening the Extraordinary General Meeting.

f. Amendment of the Articles of Association of the Company

RESOLVED that subject to the provisions of Section 31 of the Companies Act, 1956, and subject to the approval of the members of the Company in general meeting by passing a special resolution of the shareholders, the Articles of Association of the Company be amended in the form and manner similar to the draft Articles of Association tabled before the Board and duly initialed by the Chairman for the purpose of identification.

FURTHER RESOLVED, that a copy each of the above resolutions be signed by Mr. [•], Director of the Company and be forwarded to WNS (Mauritius) Limited, as a certified copy for their records.

RESOLVED FURTHER, that Mr. [] of the Company be and is hereby authorized to file the amended copy of the Articles of association of the Company and file such others as are required to be filed with the Registrar of Companies, Karnataka.

2. Resolutions of the members of the Company

The Company shall, on the First Closing Date, provide certified true copies of the following resolutions of the shareholders of the Company, on the letterhead of the Company, to the Purchaser:

a. Amendment of the Articles of Association of the Company

RESOLVED that subject to the provisions of Section 31 of the Companies Act, 1956, the Articles of Association of the Company be amended in the form and

manner similar to the draft Articles of Association tabled before the Board and duly initialed by the Chairman for the purpose of identification of the Chairman.

FURTHER RESOLVED, that a copy each of the above resolutions be signed by Mr. [•], Director of the Company and be forwarded to WNS (Mauritius) Limited, as a certified copy for their records.

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Schedule 10

LIST OF CUSTOMERS FOR WHICH MARKETICS WILL NEED TO GET SIGNED MSA AS CP TO CLOSING

None

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Schedule 11

DRAFT CONTRACT TO BE SIGNED FOR THOSE CUSTOMERS WHERE MSA IS REQUIRED TO BE SIGNED AS A CP TO CLOSING

Not applicable.

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Schedule 12
CP CONFIRMATION FORM

Not applicable; intentionally left blank.

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Schedule 13

LIST OF ALL BUSINESS MATTERS IN RESPECT OF WHICH CONSENT OF THE PURCHASER WOULD BE REQUIRED BY THE FOUNDERS/KEY EMPLOYEES/COMPANY

- a. Except as agreed in the annual business plan.
 - a. Commencement of any new line of business, which is unrelated to the Business.
 - b. Commencement of unit / division in a new geographical territory for product. (Business can come from any geography and therefore this has been deleted).
 - c. Capital expenditure including acquisition of assets, construction or lease, in excess of INR 2 million per annum.
 - d. The formation of, investment in, or operation by the Company of any subsidiary, or collective investment vehicle.
 - e. Setting up of salary and benefits of any employee with a total cost to the Company or any of its subsidiaries exceeding INR 5 Million per annum
 - f. Changes to material accounting policies or practices, or any change in the financial year for preparation of audited accounts.
- b. Creation of investments other than short-term liquid investments in Banks or any activity relating to derivatives transaction.
- c. Divestment of or sale of assets of businesses, lease, license or exchange or pledge in any other way proposing to dispose off any assets or undertaking of the Company in excess of INR 5 Lakhs for individual transactions, or INR 2 million on a cumulative basis, in any financial year or substantially all of the assets or undertaking of the Company.
- d. Any agreement, arrangement, transaction or assignment of intellectual property rights including those relating to copyrights, trademarks, patents and designs.
- e. The creation of any indebtedness not contemplated in the annual operating budget of the Company.
- f. Recommend, giving or renewing of security for or the guaranteeing of debts or obligations of the Company or any Subsidiary Company and / or Affiliates of any Person.
- g. Appointment of marketing representatives/agents to whom payments on an annual basis are to be more than INR 10 million.
- h. Creating any lien or charges or proposing the acquisition, sale, lease, transfer, license or in any other way proposing to dispose off any assets or undertaking of the Company and / or its Affiliates in excess of INR 2.5 Million or more in a single transaction or on a cumulative basis i.e. in more than one transaction in any calendar year, or substantially all the assets or undertaking of the Company and / or its Affiliates
- i. The appointment, save for sales persons hired in the US per the agreed Business Plan or removal and determination of the terms of employment and any significant changes in the terms of the employment agreement of the Founders, Key Employees and any other employee with compensation exceeding USD 100,000 per annum.
- j. Related party transactions, agreements or arrangements between the Company and the Founders and any transaction, agreement or arrangement between the Company, and any entity or firm, in which any of the Founders are directly or indirectly in control of the business and/or has a financial interest of more than 2%.
- k. Commencement or settlement of litigation where the amount involved is above INR 1 Million in any particular financial year.

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Schedule 14

**List of existing/potential customers of WNS and mechanism for giving credit to Selling Shareholders
in case they achieve excess growth in such accounts.**

| Client | FY2008 Revenue (USD '000) |
|--|----------------------------------|
| GSK-EKC | 3,291 |
| NDE Analytics | 2,202 |
| GMAC | 213 |
| Travelocity | 261 |
| BA-KISS | 112 |
| Dunnhumby | 755 |
| AVIVA | 140 |
| Armstrong | 1,044 |
| EMC | 220 |
| LMS Alcoa | 237 |
| EMC Bear Stearns | 0 |
| St Paul's Travelers | 0 |
| M&T Bank | 0 |
| First Horizon Bank | 0 |
| Daimler Chrysler and Daimler Chrysler Financial Services | 0 |
| GM | 0 |
| Kimberly Clarke | 0 |
| Diageo | 0 |
| Rio Tinto | 0 |
| Herbal Life | 0 |
| Pfizer | 0 |
| Bristol Myers Squibb | 0 |
| Total from clients | 8,475 |

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Schedule 15

DISCLOSURE SCHEDULE

DISCLOSURES TO THE REPRESENTATIONS AND WARRANTIES OF THE FOUNDERS AND THE SELLING SHAREHOLDERS

- 1 This Schedule constitutes formal disclosure by the Company and the Selling Shareholders to the Purchaser for the purposes of the Agreement of the facts and circumstances which are or may be inconsistent with the Representations and Warranties or which otherwise give or may give rise to a Claim by the Purchaser. Such facts and circumstances will be deemed to qualify each specific Representation and Warranty accordingly.
- 2 Where brief particulars of a matter are set out or referred to in this schedule, or a document is referred to but not attached, or a reference is made to a particular part only of a document, full particulars of the matter and the document are deemed to be disclosed provided that the full document is otherwise available for inspection as a matter of public record, as defined below.
- 3 All disclosures are made specifically in respect of specific Representation or Warranty as provided hereinbelow.
- 4 Disclosures contained in this schedule are not to be taken to have the effect of or construed as adding or extending the scope of any of the Representations or Warranties.

The Selling Shareholders and the Company hereby disclose the also disclose the following:

| <u>Item</u> | <u>Disclosure</u> |
|---|-------------------|
| Information | |
| All information in relation to the Company, the Business and the Founders, which would be material to the Purchaser for the purposes of purchasing the Sale Shares from the Founders in accordance with the terms of this Agreement, has been made available and disclosed to the Purchaser and such information is true and fair in all respects, and no such information omits to state any fact necessary to make such statements true and fair. | No disclosures |

Item

Organization and Capital Structure of the Company

The Company is a private limited company incorporated under the provisions of the Act. The Company is duly organized and validly existing under Applicable Law. The Company has the corporate power and authority to own, operate and use its assets and carry on the Business as now conducted.

The authorized share capital of the Company is Rs. 20,00,000 (Rupees Twenty Lakhs only) divided into 20,00,000 (Twenty Lakh) Shares of Rupees one each. The issued and paid up share capital of the Company is Rs. 16,18,060 (Rupees Sixteen Lakhs, Eighteen Thousand and Sixty only) divided into 16,18,060 (Sixteen Lakhs, Eighteen Thousand and Sixty) Shares. Other than the Sale Shares, the Company has not issued any other shares of any nature whatsoever. There are no agreements, arrangements, options, warrants, calls or other rights relating to the issuance, sale or purchase of any of the Shares. There are no preemptive rights, rights of first refusal or other similar rights relating to any of the Shares. There are no voting trusts or other arrangements or understandings with respect to the voting of any of the Shares.

Disclosure

No disclosures

There are no agreements, arrangements, options, warrants, calls or other rights relating to the issuance, sale or purchase of any of the Shares, save and except:

Shareholders Agreement dated August 21, 2004 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra and Mr. Shankar Maruwada;

Subscription Agreement dated November 1, 2004 entered into between the Company and Mr. Glen M. Springer;

Shareholders Agreement dated July 18, 2005 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra , Mr. Shankar Maruwada and M/s Tawny Dove Limited;

Shareholders Agreement dated December 23, 2005 entered into between the Company, Mr. Raji Raju, Mr. S. Ramakrishna, Mr. Vinay Mishra, Mr. Shankar Maruwada, Mr. Ganesh Krishnan, Spark Capital Advisors and M/s Tawny Dove Limited; and

Share Subscription Agreement dated November 1, 2005 entered into between the Company and Infernotions Corporation.

Share Subscription Agreement dated August 17, 2006 entered into between the Company and M.S.Krishnan.

Item

The Company has delivered a true and complete copy of its Charter Documents, amended to date and in full force and effect on the date hereof, the minutes of the proceedings of the Board of Directors, committees (if any) and shareholders for the past four years to the Purchaser. To the best of the knowledge of its Founders, the Company is not in violation of any of the provisions of its Charter Documents. Also, to the best of the knowledge of its Founders, the Company has not committed any default in filing of appropriate returns, statements, reports, and all other statutory requirements have been complied with.

Subsidiaries and Investments

Other than as set out in the Balance Sheets of the Company as on the Balance Sheet Date (as defined hereinafter), the Company does not have, and has never had, any subsidiaries and does not otherwise own, and has not otherwise owned, any shares in the capital of, or control of, directly or indirectly, any corporation, partnership, association, joint venture or other Person.

Authority

The Company has the corporate power and authority to execute, deliver and perform the Definitive Agreements and any other documents which may be required to effect the transactions contemplated by the Definitive Agreements. Each of the Founders has the authority to execute, deliver and perform the Definitive Agreements and the transactions contemplated by the Definitive Agreements, and has where necessary, obtained shareholder and/or other consents required for the same. The execution, delivery and performance by the Company of the Definitive Agreements to which it is a party has been duly authorized and approved by the Board of Directors. The execution, delivery and performance by each of the Founders of each of the Definitive Agreements to which it is a party has been duly authorized and approved by any necessary corporate or other action.

Disclosure

No disclosures.

No disclosures.

Save and except:

Shareholders Agreement dated August 21, 2004 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra and Mr. Shankar Maruwada;

Subscription Agreement dated November 1, 2004 entered into between the Company and Mr. Glen M. Springer;

Shareholders Agreement dated July 18, 2005 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra, Mr. Shankar Maruwada and M/s Tawny Dove Limited;

Item

To the best of the knowledge of the Founders, the execution, delivery and performance of the Definitive Agreements will not violate, conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, modification, termination or cancellation or a loss of rights under any or all of the following: (1) any contract to which the Company or the Founders are parties; (2) any court order to which the Company or any Founder is a party or by which the Company or any Founder is bound; (3) any Laws affecting the Company or the Founders; or (4) any other binding obligations of the Company or the Founders.

All Approvals or acts of, or the making by, the Company or the Founder(s) of any declarations, filings or registrations with any governmental bodies as may be required by Law in connection with the execution of the Definitive Agreements and the effecting of the transactions contemplated by the Definitive Agreements have been obtained and/or completed.

Financial Statements

The Balance Sheets of the Company (balance sheets and statements of accounts) as of March 31, 2007 (the "**Balance Sheet Date**"), March 31, 2006, March 31, 2005 and March 31, 2004 (collectively the "**Financial Statements**") have been provided to the Purchaser. The Financial Statements present fairly and truly in all

Disclosure

Shareholders Agreement dated December 23, 2005 entered into between the Company, Mr. Raji Raju, Mr. S. Ramakrishna, Mr. Vinay Mishra, Mr. Shankar Maruwada, Mr. Ganesh Krishnan, Spark Capital Advisors and M/s Tawny Dove Limited; and

Share Subscription Agreement dated November 1, 2005 entered into between the Company and Infernotions Corporation.

Share Subscription Agreement dated August 17, 2006 entered into between the Company and M.S.Krishnan.

No disclosures.

All approvals, declarations, filings and registrations required for the execution of the Definitive Agreements have been obtained.

No disclosures save and except that the Balance Sheet of March 31, 2007 is proforma and un-audited.

Item
material respects the financial position and results of operations of the Company, as of the respective dates and for the respective periods covered thereby and have been or are prepared in accordance with Indian GAAP, consistently applied. The Financial Statements present true and complete representations of the assets and liabilities of the Company as of the dates specified therein. The Company has established and maintains, adheres to and enforces a system of internal accounting controls that are effective in providing assurance regarding the reliability, completeness and accuracy of financial reporting and the preparation of financial statements in accordance with Indian GAAP (including the Financial Statements).

Disclosure

Operations since Effective Date

Save and except as specifically disclosed in writing, since the Balance Sheet Date till First Closing Date:

There has been no Material Adverse Effect and/or no event which would materially affect the ability of the Company to continue to operate the Business as conducted, or as contemplated by this Agreement.

No disclosures.

The Company has not issued or authorized for issuance any equity shares, bond, note or other security of the Company.

No disclosures.

The Company has not without the consent of the Purchaser (if so required), incurred any material debt, obligation or liability that exceeds Rs. 5,00,000 in an individual transaction.

The agreement between Marketics Inc. and Gabriel Systems (Glen Springer) is being renewed.

The Company has not purchased, redeemed or otherwise acquired, directly or indirectly, any share or shares of the Company's capital.

No disclosures.

The Company has not created, voluntarily or involuntarily, any Encumbrance upon any of its assets or properties.

No disclosures.

The Company has not sold any of its assets or properties which has a book value in excess of Rs. 1,00,000

No disclosures.

Item

The Company has not purchased any securities of any Person.

The Company has not incurred any expenditure for the purchase, acquisition, construction or improvement of any equipment or capital asset in excess of Rs. 5,00,000 in an individual transaction.

The Company has not made any loan to any Person in excess of Rs. 10 Lakhs in the aggregate.

The Company has not amended, terminated or failed to renew any material contract that is due for renewal.

The Company has not failed to claim outstanding accounts receivables, deferred payments of accounts payable, or prepaid any obligation in excess of Rs. 10,00,000.

To the best of the Founders Knowledge, the Company or its assets have not become subject to any Encumbrance.

The Company has not changed its accounting methods or practices or, written off any reserves other than as disclosed in the financials

Disclosure

No disclosures.

The Company has purchased a back-up generator on April 05, 2007 worth approximately Rs. 7,31,500 (Rupees Eight Lakhs only).

No disclosures.

No contracts relating to the top ten clients of the Company are pending renewal. The following agreements have not been renewed as of the date hereof, and are being renewed;

Agreement with Gabriel Systems (Glen Springer)

MSA with Avery Dennison

LOI with Huron Consulting

No disclosures.

No disclosures.

No disclosures save and except the change in accounting policy for revenue recognition in 2006-07 for US GAAP.

Item
The Company has not revalued its assets.

To the best of the Founders Knowledge, the Company or its directors, officers or employees have not received any notices, or Knowledge of any nature whatsoever which would indicate litigation, liability, or any extraordinary cost from any third parties, past or present employees, or governmental bodies against the Company which shall result in a Material Adverse Effect.

(xix) The Company has not registered any transfer of Shares other than those recorded in the share transfer register issued to Employees prior to the Effective Date.

(xxi) The Company has adequately provided for all amounts (including Taxes) that should have been accounted for or reserved by it in the ordinary course of business in accordance with Indian GAAP and the same is reflected in the financial statements

(xxii) The Company has not made any investments, save and except for investments in the Subsidiary and capital expenditure not exceeding USD 50,000/-. For the purposes of this clause, the term, "Investments" shall be deemed to exclude fixed deposits, mutual funds and other money market instruments.

No Undisclosed Liabilities

The Company has no material obligations or liabilities of any nature (whether accrued, absolute, contingent, or otherwise) other than:

those set forth or adequately provided for in the Balance Sheet; and

those incurred in the ordinary course of business since the Balance Sheet Date being 31 March 2006 and consistent with past practice.

Taxes

The Company has filed or caused to be filed in a timely manner all Tax Returns

Disclosure
No disclosures.

No disclosures to the best of the Founders' Knowledge.

No disclosures.

No disclosures.

No disclosures.

No disclosures.

No disclosures.

No disclosures.

No disclosures.

Item
required to be filed by the First Closing Date. All Taxes due as of the First Closing Date have been paid. Further, there are no claims, proceedings or actions pending relating to Taxes, in respect of the Company.

Disclosure

Assets

All movable assets required for carrying on the Business of the Company as is presently being carried on: are in normal working condition and good working order subject to normal wear and tear; and

No disclosures.

Except as disclosed in the Financial Statements, all the assets of the Company, whether movable or immovable, real or tangible, are free and clear of all Encumbrances of any nature whatsoever and other than the Company, no other party, including the Founders, has any subsisting rights, claim or title over such assets, including the right to possess or use such assets.

Save assets that are bonded to fulfill STP requirements

The immovable assets of the Company, including, without limitation, equipment and machinery, owned, leased, or licensed by the Company or employed by it, are in serviceable condition and repair for use thereof in the ordinary course of business.

No disclosures.

Property Leases

Copies of each contract under which the Company leases, holds or operates any real property owned by any third Person or subleases any real property to any third Person has been made available to the Purchaser as disclosed in Schedule J.

See Schedule J to the Disclosure Letter

No material breach of any covenant affecting the freehold or leasehold title to any asset of the Company has occurred and in relation to each leasehold property, the

No disclosures.

Item
rent has been paid in accordance with the relevant agreements. There do not exist any easements over the immovable assets, which would materially affect the Company's use and enjoyment of the immovable assets.

Where any immovable and movable assets are used in the Business but not owned by the Company or any facilities or services are provided to the Company by any third party, there has not occurred any event of default or any other event or circumstance, which may entitle any third party to terminate any agreement or license in respect of the provision of such facilities or services (or any event or circumstance which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute such an event or circumstance).

Governmental Permits

The Company possesses all licenses, permits, registrations, approvals and other authorizations from governmental authorities necessary to entitle it to carry on and conduct its Business as currently conducted (collectively "**Governmental Permits**"), except for governmental permits which, if not possessed by the Company, would not, individually or in the aggregate, be material to the Company. The Company has performed all obligations under each Governmental Permit which are required for such Governmental Permit to be continuing, valid and subsisting. No event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach or default under, or which would allow revocation or termination of, any Governmental Permit. To the best of the Founders Knowledge, the Company has not received notice of cancellation, default or any dispute concerning any Governmental Permit which, if not possessed by the Company, would, individually or in the aggregate, be material to the Company.

Disclosure
No disclosures.

The Company possesses the following licenses, permits, registrations, approvals and other authorizations from governmental authorities
Provident Fund
Profession Tax
Commercial Tax Office (Sales Tax / VAT)
Shops & Establishment
STPI
Customs
Income Tax (PAN / TAN)
Ministry of Commerce (IEC)
Registrar of Companies
RBI approval for WOS in US

Item

Disclosure

Intellectual Property

The Company as reasonably permitted and disclosed, owns all the Intellectual Property. For the purposes of this Clause, the term “Intellectual Property” shall include all of the following categories of Intellectual Property owned by the Company: copyrights and all renewals thereof on software developed by the Company; trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing; all other intellectual property, including but not limited to design rights, trade names and domain names;

No disclosures.

The Intellectual Property is fully transferable, assignable, alienable and licensable by the Company following the Effective Date without restriction and without payment of any kind to any third party.

No disclosures.

The Intellectual Property is free and clear of any liens, charges or any Encumbrance by whatever name and is freely transferable at the option of the Company.

No disclosures.

In each case in which the Company has acquired the Intellectual Property from any Person (including any Affiliate), the Company has obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in such Intellectual Property (including the right to seek past and future damages with respect thereto) to the Company. The Company has recorded each such assignment of the Intellectual Property with the appropriate authority.

No disclosures.

The Company has no Knowledge of any facts or circumstances that would render any Intellectual Property rights invalid or unenforceable.

No disclosures.

Item
The Company has not transferred ownership of, or granted any exclusive license of or right to use, or authorized the retention of any exclusive rights to use or joint ownership of, any Intellectual Property to any other Person (including to any Affiliate of Company). The Company has not allowed the Company's rights in the Intellectual Property to lapse or enter the public domain.

Disclosure
No disclosures.

There are no contracts, licenses or agreements between the Company and any other Person with respect to any rights on the Intellectual Property, under which there is any dispute regarding the scope of such agreement, or performance under such agreement, including with respect to any payments to be made or received by the Company thereunder.

No disclosures.

To the Knowledge of the Founders, there is no suit, or notice whether pending for infringement against any of the Intellectual Property.

No disclosures.

Subsidiary

That the Subsidiary is a 100% subsidiary of the Company. For the purposes this sub-clause (m) the Company shall be referred to as the "Parent".

No disclosures.

Other than Parent, the Subsidiary has no other affiliate or subsidiaries.

No disclosures.

The Subsidiary's employees use the Connecticut location for all written communications including business cards and e-mail return addresses.

No disclosures.

Subsidiary has no office outside the United States of America.

No disclosures.

As to the Subsidiary, there have been no circumstances which have given rise to any insolvency proceedings occurring. For the purposes of this sub-clause, the term "insolvency proceedings" includes any form of bankruptcy, liquidation, receivership, administration, arrangement or plan with creditors, moratorium, stay or limitation of creditors' rights, interim or provisional supervision by the court or court appointee, whether in the jurisdiction of the place of control, or of incorporation or residence, or elsewhere.

No disclosures.

Item
The Subsidiary and their respective directors, officers and employees has complied with all US federal, state and local statutory and regulatory duties.

The Subsidiary has been duly qualified to transact business as a foreign operating company in every state and other jurisdiction where it has conducted business and its in good standing (including for tax matters) in each such jurisdiction, and has received no notices of default, violation or breach of any of them.

The Parent has provided to the Purchaser copies of all agency, distributorship, marketing, purchasing, manufacturing or licensing agreements or arrangements to which the Subsidiary and/or any of its subsidiaries is a party.

There is/ are no agreement(s) to which the Subsidiary is a party, which in any way restricts its freedom to carry on its business in the United States of America

There is/are no agreement(s) or arrangement(s), to which the Subsidiary is a party, and which:

infringes any relevant anti-trust or similar legislation in any jurisdiction in which the Subsidiary carries on business or has assets or sales; or

is void or unenforceable (whether in whole or in part) or may render the Subsidiary liable to proceedings under any such legislation as is referred to in subparagraph (a) above.

There is/are no agreement(s) or arrangement(s) for any business practices to which the Subsidiary is now a party, or has been a party during the last two years, in respect of which:

any request for information, statement of objections or similar matter has been received from any court, tribunal, governmental, national or supra-national authority; or

Disclosure
The Subsidiary's approvals for doing business in the State of New Jersey had lapsed and the Subsidiary is in the process of obtaining the requisite approvals.

The Subsidiary's approvals for doing business in the State of New Jersey had lapsed and the Subsidiary is in the process of obtaining the requisite approvals.

No disclosures.

No disclosures.

No disclosures.

No disclosures.

No disclosures.

Item
any correspondence has been conducted between the Subsidiary and any court, tribunal, governmental, national or supra-national authority.

There are no business machinery and equipment, motor vehicles any other fixed assets owned by the Subsidiary.

The Subsidiary has not entered into any hire purchase and leasing contracts with respect to any fixed assets.

There are no real properties owned, controlled, used or occupied by the Subsidiary (including any freehold, leasehold, mortgages).

The Subsidiary has no equipment which is not: (a) in good repair and condition and/ or (b) in satisfactory working order and/or (c) properly serviced and maintained and/ or (d) in surplus to requirements of the business of the Subsidiary;

The Subsidiary's authorised share capital is 1,000 shares of Common Stock, no par value per share.

The issued share capital of each class (indicating which shares are not fully paid up or credited as fully paid up) is: 1,000 shares of common stock.

There are no treasury shares, share option agreements or arrangements and/or preemption rights and/or conversion rights over the Subsidiary's share capital (whether issued or not).

There are no liens, mortgages, charges or encumbrances over the share capital of the Subsidiary.

There are no contracts entered into by the Subsidiary within the past two years which are not entirely of an arm's length nature.

Disclosure
No disclosures.

There are no fixed assets.

There are no fixed assets.

The Subsidiary has entered into a lease agreement with Mr. Prabhu Jha, in respect of which Mr. Jha has waived his right to receive rent.

No disclosures.

No disclosures.

The issued share capital of the Subsidiary consists of one share of the common stock.

No disclosures.

No disclosures.

The Company has advanced a zero interest loan to the Subsidiary of USD 475,913.00 in the aggregate.

| Item | Disclosure | |
|------|----------------------|----------------|
| | Date of disbursement | Amount in USD |
| | 15-Dec-05 | 41,000 |
| | 11-Jan-06 | 20,000 |
| | 3-Apr-06 | 15,000 |
| | 18-Apr-06 | 35,000 |
| | 26-Apr-06 | 32,000 |
| | 16-May-06 | 30,913 |
| | 24-Jul-06 | 60,000 |
| | 25-Aug-06 | 67,000 |
| | 5-Sep-06 | 175,000 |
| | Total | 475,913 |

To the best of the Knowledge of the Founders, there are no breaches of contract which may give rise to any, litigation, arbitration or any other dispute resolution procedure involving the Subsidiary.

No disclosures.

There is no default by the Subsidiary and/or its subsidiaries under any agreement, trust deed, instrument or arrangement.

No disclosures.

There are no existing or pending litigations or judgments affecting the Subsidiary and/or its assets.

No disclosures.

To the best of the Knowledge of the Founders, there is no investigation, inquiry or enforcement proceedings or process by any governmental, administrative or regulatory body.

The Subsidiary's approvals for doing business in the State of New Jersey had lapsed and the Subsidiary is in the process of obtaining the requisite approvals.

All current employees of Subsidiary have signed the three-page "Terms and Conditions of Employment" bearing 10 numbered paragraphs, in the form submitted to Purchaser on or about March 27, 2007 by Debbie Brosy. Subsidiary retains one original fully executed original of each such document.

No disclosures.

Item

The Company has presumed that all persons classified as consultants have been properly classified for all regulatory, tax and compliance purposes, and the Subsidiary is not liable for any taxes, insurance, compensation, pension or employment plan, registration, interest, penalties or other liabilities as to any consultant under applicable employment law.

The Subsidiary has paid in full to all its employees or adequately accrued for in accordance with U.S. GAAP all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees.

The Subsidiary has no:

employee benefit plans (as defined in of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) and no bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, and all employment, termination, severance or other contracts or agreements, whether legally enforceable or not, to which the Subsidiary is a party, with respect to which the Subsidiary has any obligation or which are maintained, contributed to or sponsored by the Subsidiary for the benefit of any current or former employee, officer or director of the Subsidiary, other than retention bonus as reflected in the Balance Sheets.

employee benefit plan for which the Subsidiary could incur liability in the event such plan has been or were to be terminated;

contracts, arrangements or understandings between the Selling Shareholders or any of their Affiliates and any employee of the Subsidiary, including, without limitation, any contracts, arrangements or understandings relating to the sale or change in control of the Subsidiary.

Disclosure

No disclosures.

No disclosures.

Employees of the Subsidiary are paid a retention bonus in the month of October every year in respect of the duration of the employee’s employment with the Subsidiary.

Employees of the Subsidiary are paid a discretionary performance based bonus in the month of June every year in respect of the performance of such employees in the preceding financial year.

No disclosures.

Save and except:

Shareholders Agreement dated August 21, 2004 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra and Mr. Shankar Maruwada;

Subscription Agreement dated November 1, 2004 entered into between the

Item

Disclosure

To the best of the knowledge of the Founders, the Subsidiary is not liable to any third party for any infringement of intellectual property (including without limitation any patent, copyright, trade secret, or trademark) of a third party. Neither Parent nor Subsidiary has any actual notice of any claims of any such possible infringement or that any intellectual property of the Parent or Subsidiary is not validly owned by such entity.

Liability

(i) The Company does not have any pending litigation arising out of any injury to individuals or property as a result of the use of any services of the Company in excess of USD 50,000/

(ii) There are no loans taken, guarantees issued and other similar obligations assumed by the Company.

Company and Mr. Glen M. Springer;

Shareholders Agreement dated July 18, 2005 entered into between the Company, Mr. Ganesh Krishnan, M/s Spark Capital Advisors (India) Private Limited, Mr. S. Ramakrishnan, Mr. Vinay Mishra, Mr. Shankar Maruwada and M/s Tawny Dove Limited;

Shareholders Agreement dated December 23, 2005 entered into between the Company, Mr. Raji Raju, Mr. S. Ramakrishna, Mr. Vinay Mishra, Mr. Shankar Maruwada, Mr. Ganesh Krishnan, Spark Capital Advisors and M/s Tawny Dove Limited; and

Share Subscription Agreement dated November 1, 2005 entered into between the Company and Infernotions Corporation.

Share Subscription Agreement dated August 17, 2006 entered into between the Company and M.S.Krishnan.

No disclosures.

No disclosures.

None subsist, save and except those given in respect of STP bonding.

Item

Disclosure

(iii) To the best of the knowledge and belief of the Founders, there are no outstanding claims/liabilities of and/or against the Company that have resulted in the Company being in default of the above obligations or the above obligations being invoked, as applicable.

No disclosures.

Compliance with Laws and Litigation

The Company has complied with all Applicable Laws, is not in violation in respect of any Law, and has not received any notices of violation of any Law with respect to the conduct of Business or the ownership or operation of its assets. The Company has also complied with all US law and regulatory duties including all federal, state and local laws in so far as it relates to applicable Customer Contracts.

No disclosure.

There is no private or governmental action, suit proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, which, to the Knowledge of the Founders, is threatened or ongoing against the Company.

No disclosures.

There is no judgment, decree or order against the Company, or any of its Founders (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this Agreement, or that may be material to the Purchaser.

No disclosures.

The Company does not have any pending litigations from Tax or other authorities under any Law in force which currently have a bearing on the Business.

No disclosures.

Insurance

The list of all insurance policies covering the assets, business, equipment, properties and liabilities of the Company as set out in Schedule P has been provided to the Purchaser.

See Schedule P to the Disclosure Letter

Item
The insurance policies provide sufficient cover, commensurate as per normal industry practise, against any injury, damage, loss, harm of the entire assets, stock, machinery, stock in transit, liability and/or services of the Company.

There is no claim by the Company pending under any of such policies.

All premiums due and payable under all such policies have been paid and the Company is otherwise in compliance with the terms of such policies. There is no threatened termination of, or material premium increase with respect to, any of such policies in excess of Rs. 50,000.

There are no insurance claims and liabilities, outstanding or otherwise, payable to any Person by the Company in excess of Rs. 5,00,000.

Contracts

A list of the customer, and employee contracts, to which the Company is a party or by which it is bound, as set out in Schedule Q, has been provided to the Purchaser.

Each of the contracts to which the Company is a party ("**Business Agreements**") constitutes a valid and binding obligation of the Company.

Each of the contracts listed in (i) above, are in full force and will continue in full force and effect after the Effective Date without the consent, approval or act of, or the making of any filing with, any other party. To the best of the knowledge of the Founders, the Company is not in material breach or default under any of the Business Agreements.

Banks

The names and addresses of all banks at which the Company has an account has been set out in Schedule R hereto.

Disclosure
No disclosures.

No disclosures.

No disclosures.

No disclosures.

See Schedule Q to the Disclosure Letter

No disclosures.

See Schedule Q to the Disclosure Letter

No disclosures

Item

Disclosure

Potential Conflicts of Interest

No Founder

owns, directly or indirectly, any interest in, or is an officer, director, employee or consultant of, any Person that is, or is engaged in Business as, a current competitor;

No disclosures.

owns, directly or indirectly, in whole or in part, any intellectual or other property that the Company uses in the conduct of the Business;

No disclosures.

has any claim whatsoever against, or owes any amount to, the Company, and

Rs. 1,92,000 has been paid by the Company as refundable deposit towards the residence of Shankar Maruwada. Rs. 1,25,000 has been paid by the Company as refundable eposit towards the residence of Mr. Vinay Mishra

has any agreement in relation to matters set out in (i) to (iii) above existing on the date hereof.

No disclosures.

Information Technology Matters:

(i) The use of the computer systems by the Company does not to the best of the Knowledge of the Founders, infringe the intellectual property rights of any third party.

No disclosures.

(ii) The Company has exclusive control of the operation of the computer systems and of the storage, processing and retrieval of all data stored on the computer systems and any intellectual property rights in such data are owned solely by the Company other than data provided by clients of the Company and consultants in the ordinary course of business.

The email server of the Company is maintained by Google Inc.

Item

Disclosure

Good Title

Each of the Selling Shareholders has and will have on the First Closing Date and the Second Closing Date, good and marketable title to the Sale Shares set forth opposite such Selling Shareholder's name in Schedule 1 hereto, free and clear of any and all Encumbrances, equities, and claims whatsoever, with full right and authority to deliver the same under this Agreement, and upon delivery of the Shares set forth opposite such Selling Shareholder's name in Schedule 1 hereto and payment of the consideration therefor as contemplated in this Agreement, will convey to the Purchaser good and marketable title to such Sale Shares free and clear of all Encumbrances, equities, pre-emptive rights, rights of first refusal, and any other claim of the Selling Shareholders or any third party.

No disclosures.

Employees

To the best of the knowledge of the Founders and based on the information obtained by them from the Employees, the details disclosed to the Purchaser by the Founders about the employees as set out in Schedule 5 are accurate, up to date and complete in all respects and not misleading. The particulars of the terms and conditions of employment of the employees as set out in Schedule 5 are accurate, up to date and complete in all respects and not misleading.

No disclosures

There are no employment-related disputes involving the employees as party (ies), or otherwise affecting their rights or obligations under the relevant employment agreement, pending or threatened against the Company and the Founders.

No disclosures.

There is no industrial or trade dispute or any dispute or negotiation regarding a claim with any trade union.

No disclosures.

To the best of the Founder's Knowledge, no director or other Key Employee has received written intimation of their intent to terminate his/her employment with the Company as a result of the transactions contemplated by this Agreement or otherwise.

No disclosures.

Item
(y) Related Party Transactions

The Company is not party to any transactions with any related parties, being a related party as defined under the Act.

(ii) No related party or any member of his or her immediate family is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them

(zb) Other

To the best of the knowledge of the Founders, The Historical Revenue and PAT for the Company is in line with Indian GAAP and normal business practices of the past

Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.

There have been no Stock Options (whether vested or not) capable of being converted into Shares at any time in future and the shareholding pattern of the Company, as of the date of this Agreement and immediately prior to the First Closing Date, is as set forth in Schedule 1 hereof.

Disclosure

Save as disclosed in the Balance Sheets in respect of:

Sales commission paid to CRM Holding Private Limited,
Transaction Fees and other payments to Spark Capital
Advisors (India) Private Limited,
Professional fees paid to Mr. MS Krishnan;
Professional fees and commissions paid to Mr. Glen
Springer;
Retainership fees paid to Infernotions Corporation;
Zero interest loans advanced to the Subsidiary;
Sales commissions paid to the Subsidiary;
Professional fees paid by the Subsidiary;
Salaries paid to employees.

Rs. 1,92,000 has been paid by the Company as refundable deposit towards the residence of Shankar Maruwada.

Rs. 1,25,000 has been paid by the Company as refundable deposit towards the residence of Mr. Vinay Mishra

No disclosures.

Not applicable.

There are no such options currently subsisting.

Item

The Company, as of the date of this Agreement, is not in anyway indebted to any third party with respect to any loans, advances, financial assistance or credit facilities provided to the Company;

The Company has not, as of the date of this Agreement, availed of any foreign currency denominated loans;

As of the First Closing Date, other than the shareholders agreements terminated in accordance with section 3.2 (j) there exist no other agreements relating to the Shares and governance of the Company.

Disclosure

Save and except any customer advances and current liabilities and provisions including employee, vendor and creditor dues as provided for in the Balance Sheets.

No disclosures.

No disclosures.

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Schedule J to Disclosure Letter — List of Leases

Rent Agreement/Lease Deed made between Mr. Arvinder Singh, Mr. Tarunjit Singh, Ms. Majeet Kaur, Mr. Gagandeep Singh of the First Part and Marketics Technologies (India) Pvt. Ltd. of the Second Part

| <u>Sl No.</u> | <u>Description of Property</u> | <u>Area</u> | <u>Date</u> |
|----------------------|---|--------------------|-----------------------------------|
| 1. | No. 1137, 100 Feet Road, HAL II Stage, Indiranagar, Bangalore 560 038, comprising the 1st floor of the built-up area of the said property without car-parking facility within the Premises. | 4000 sq. ft. | July 1, 2006 (Rent Agreement) |
| 2. | No. 1137, 100 Feet Road, HAL II Stage, Indiranagar, Bangalore 560 038, comprising the 2nd floor of the built-up area of the said property without car-parking facility within the Premises. | 4116 sq. ft. | January 21, 2006 (Rent Agreement) |
| 3. | No. 1137, 100 Feet Road, HAL II Stage, Indiranagar, Bangalore 560 038, comprising the 3rd floor of the built-up area of the said property. | 3870 sq. ft. | November 1, 2005 (Lease Deed) |
| 4. | No. 1137, 100 Feet Road, HAL II Stage, Indiranagar, Bangalore 560 038, comprising the 4th floor of the built-up area of the said property. | 450 sq. ft. | November 1, 2005 (Rent Agreement) |

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Schedule P to Disclosure Letter — List of Insurance Policies of the Company

| Type of insurance policy | Name of Insurer | Policy No. | Validity Period | Description of insurance | Total Sum Insured | Premium payable |
|--------------------------|--|------------------------------|--------------------------------------|--|--|--|
| Compact Policy | United India Insurance Company Limited | 071600/ 48/ 06/ 88/ 00000909 | October 19, 2006 to October 18, 2007 | I. Buildings, Contents including incidental stock | Building: 50,00,000 All other contents: 1,25,08,321 | Rs. 81,229 Extra premium: 18,569 (Paid on 13.2.2007) |
| | | | | Loss or damage to 1. buildings, 2. contents and 3. legal liability arising as tenants of the insured premises due to fire, lightning, aircraft damage, riot, strike, malicious damage, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, impact damage, landslide, missile testing operations, bursting / overflowing of water tanks, leakage from automatic sprinkler, bush fire. | All other contents: 1,25,08,321 Electrical and Mechanical Appliances: 44,19,972 Electronic Equipments: 41,39,244 Wages and Salary (In transit): 2,00,000 Money in Office in locked safe outside business hours: 20,000 Public Liability: 10,000 Computers: 16,59,517 (added on 13.2.2007) Baggage: Rs.5,000 Special Contingency policy for Laptops, Mobiles, etc Rs.23,87,387/- Special Contingency policy for Laptops, Mobiles, Compact Insurance for other fixed assets. Rs. 1,94,73,656 | Rs.67,771/- Paid on 18-Oct-06 Extra premium: 13,292 (Paid on 13.2.2007) |
| | | | | II. Burglary and Housebreaking | | |
| | | | | Loss or damage to the contents of the insured premises due to burglary and housebreaking | The schedule appended does not disclose premium amounts paid for insurance on Personal Accident and | |

| Type of insurance policy | Name of Insurer | Policy No. | Validity Period | Description of insurance | Total Sum Insured | Premium payable |
|--------------------------|-----------------|------------|-----------------|--|--|-----------------|
| | | | | III. Electrical and Mechanical Appliances | Infidelity/ Dishonesty of Employees, therefore, these insurance covers have not been subscribed to by the company. | |
| | | | | Loss or damage due to unforeseen and sudden accidental physical damage caused by mechanical and electrical breakdown | | |
| | | | | IV. Electronic Appliances | | |
| | | | | Loss or damage due to any case other than those specifically excluded | | |
| | | | | V. Money | | |
| | | | | Loss due to accident of money relating to profession or business while in transit from and to the insured premises | | |
| | | | | VI. Personal Accident | | |
| | | | | Compensation for death, disablement solely and directly caused by accidental, violent, external and visible means. | | |
| | | | | VII. Infidelity/Dishonesty of Employees | | |

| Type of insurance policy | Name of Insurer | Policy No. | Validity Period | Description of insurance | Total Sum Insured | Premium payable |
|--------------------------|--|------------------------------|------------------------------|--|---|---|
| | | | | Direct pecuniary loss caused by act of fraud or dishonesty | | |
| | | | | VIII. Legal liability | | |
| | | | | To pay compensation for injury or damage to third parties and employees | | |
| | | | | IX. Fixed glass/ sanitary fittings/ neon signs/ hoardings | | |
| | | | | Loss or damage due to accidental breakage | | |
| Group mediclaim policy | United India Insurance Company Limited | 071600/ 48/ 06/ 21/ 00000247 | June 1, 2006 to May 31, 2007 | Insured event: hospitalization expenses in the event of disease, illness or bodily injury. | 190 employees @ 1,00,000 = 1,90,00,000 | 2,60,016 |
| | | | | Maternity Expenses covered | Details On 1.2.2007 Added 1 @ 1,00,000 = 1,00,000 | <u>Details</u> 8.2.2007 Rs.451 1.2.2007 Rs. 478 |
| | | | | Exclusions: Pre-existing diseases, | On 4.1.2007 Added 9 @ 1,00,000 = 9,00,000 | 4.1.2007 5,364 |
| | | | | Any disease not stated in the insurance contract | On 22.11.2006 Added 19 @ 1,00,000 = 19,00,000 | 22.11.2006 Rs. 20,053 |
| | | | | injury/disease attributable to war/foreign invasion | | |
| | | | | Cost of spectacles, lenses | | |
| | | | | Dental treatment | On 20.11.2006 | 20.11.2006 |
| | | | | Circumcision Convalescence, general debility | Deleted 15 @ 1,00,000 = 15,00,000 | Recd: Rs. 5253 18.10.2006 |

| Type of insurance policy | Name of Insurer | Policy No. | Validity Period | Description of insurance | Total Sum Insured | Premium payable |
|-------------------------------------|-------------------------------------|------------|------------------------------------|--|--|--|
| | | | | Charges for diagnosis Expenses for vitamins Treatment arising from pregnancy Naturopathy treatment | On 18.10.2006 Added 24 @ 1,00,000 = 24,00,000 On 18.10.2006 Deleted 15 @ 1,00,000 = 15,00,000 | 21,091 18.10.2006 Recd: Rs. 13,259 |
| Commercial General Liability Policy | Tata AIG General Insurance Co. Ltd. | 0300003020 | January 3, 2007 to January 2, 2008 | A. Bodily injury and Property Damage Exclusions: Expected injury, Contractual liability on the part of the insured, Liquor liability, liability under the workmen's compensation act and similar laws, employer's liability, injury arising out of pollution/ use of aircraft, auto, watercraft, mobile equipment, war B. Personal and Advertising Injury Liability C. Medical Payments D. Territory & jurisdiction:Worldwide including USA & Canada Exclusions: 1. Advertising legal liability | General Aggregate Limit: INR 88,700,000 Any one occurrence and in the aggregate Personal & Advertising Injury Limit: INR 44,350,000. Any one occurrence and in the aggregate Fire Damage Limit: INR 221,750 per occurrence Medical expense limit: INR 44,350 per person | Rs. 3,43,471 |

| <u>Type of insurance policy</u> | <u>Name of Insurer</u> | <u>Policy No.</u> | <u>Validity Period</u> | <u>Description of insurance</u> | <u>Total Sum Insured</u> | <u>Premium payable</u> |
|---------------------------------|------------------------------------|-------------------|------------------------------------|---|---|------------------------|
| | | | | 2. Care, Custody & Control 3. Professional liability 4. Fines, Penalties, Punitive, Exemplary damage. 5. War and Terrorism 6. Property damage to electronic data (computer software manufacturing) | | |
| Professional Liability Policy | Tata AIG General Insurance Co. Ltd | 2300001446 | January 3, 2007 to January 2, 2008 | All damages resulting from any claim for any breach of duty, infringement of intellectual property, defamation, fraud/dishonesty of employees Endorsements: USA/Canada jurisdiction endorsement Exclusions: Anti-trust violations Failure to achieve legally required standard of care Inaccurate pre-assessment cost of performing professional services Claim arising out of employment discrimination Insolvency. | Limit of Liability: 90,000,000 (in aggregate) | Rs. 7,57,620 |

| <u>Type of insurance policy</u> | <u>Name of Insurer</u> | <u>Policy No.</u> | <u>Validity Period</u> | <u>Description of insurance</u> | <u>Total Sum Insured</u> | <u>Premium payable</u> |
|---|------------------------------------|-------------------|------------------------------------|--|---|------------------------|
| | | | | Failure of infrastructure Joint ventures Arising out of misdeeds Pollution | | |
| Comprehensive Umbrella Liability Policy | Tata AIG General Insurance Co. Ltd | 0300003797 | August 17, 2006 to August 17, 2007 | Territory & jurisdiction: Worldwide including USA & Canada Exclusions: Occupational diseases as defined under the Workmen's Compensation Act are not covered under this policy. | Limit of Liability: 92,000,000 (US\$2,000,000) Any one event and in aggregate | Rs. 2,50,000 |
| Workmen's Compensation Policy | Tata AIG General Insurance Co. Ltd | 0300003611 | June 26, 2006 to June 25, 2007 | Laws: 1. Workmen's Compensation Act, 1923 2. Fatal Accidents Act, 1855 | Limit of Liability: 85,000,000 | Rs. 1,26,607 |
| Workers Compensation and Employers Liability Policy | The Hartford | 76 WEG RQ6511 | June 2006 to June 2007 | Coverage: 1. Worker's Compensation Insurance | | |

| <u>Type of insurance policy</u> | <u>Name of Insurer</u> | <u>Policy No.</u> | <u>Validity Period</u> | <u>Description of insurance as applies to the Worker's Compensation Law of the states: CA, CT, GA.</u> | <u>Total Sum Insured</u> | <u>Premium payable</u> |
|---------------------------------|---|-------------------|------------------------------------|--|---|------------------------|
| | | | | <p>as applies to the Worker's Compensation Law of the states: CA, CT, GA.</p> <p>2. Employer's Liability Insurance:</p> <p>7. Bodily injury by Accident:\$100,000 each accident.</p> <p>8. Bodily injury by disease: \$500,000 each accident.</p> <p>1. Bodily injury by disease: \$100,000 each employee.</p> | | |
| Crime Insurance policy | HDFC Chubb General Insurance Company Ltd. | EPC0000024000 100 | January 3, 2007 to January 2, 2008 | <p>2. Loss of money/securities caused by theft or forgery by an Employee</p> <p>3. Loss caused by actual destruction, disappearance or computer theft of money or securities from premises</p> <p>4. Loss due to destruction, disappearance of money or securities while in transit from and to the insured premises in the hands of the insured, partner of the</p> | <p>Limit of Liability:</p> <p>Employee Theft: 88,700,000</p> <p>Premises Coverage: 88,700,000</p> <p>Transit Coverage: 88,700,000</p> <p>Depositors Forgery Coverage: 88,700,000</p> <p>Computer Fraud Coverage: 88,700,000</p> | Rs. 448,006 |

| Type of insurance policy | Name of Insurer | Policy No. | Validity Period | Description of insurance | Total Sum Insured | Premium payable |
|--------------------------|-----------------|------------|-----------------|--|-------------------|-----------------|
| | | | | insured or an employee. 5. losses cause by forgery or alteration of, or in any cheque, draft, promissory note, Bill of exchange or similar instrument. 6. Loss resulting from Computer fraud | | |

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Schedule Q to Disclosure Letter — List of Customer Contracts of the Company

| <u>Name of Company</u> | <u>Name of Contract</u> | <u>Date</u> |
|--|---|---|
| International Business Machines Corporation | Technical Services Agreement. | February 13, 2006 |
| | Procurement Agreement for Exchange of Confidential Information. | August 22, 2005 |
| | Statement of Work (including Amendment to the SOW). | May 1, 2006 (Amendment dated July 11, 2006 and February 22, 2007) |
| Procter & Gamble Home Products Ltd. | The Master Agreement (expired on February 5, 2004) | August 6, 2003 |
| | The Master Agreement (expired on February 5, 2005). | February 6, 2004 |
| | China Whisper SEM Research Contract (expired) | February 3, 2006 |
| | Confidentiality disclosure agreement | July 13, 2006 |
| Procter & Gamble (GuangZhou) Limited | China retailer differential analysis contract (expired on December 30, 2004) | September 30, 2004 |
| Procter & Gamble Home Products Ltd. and ACNielsen Korea Limited | Third Party Access Agreement | August 24, 2004 |
| The Coca Cola Company, 1 Coca Cola Plaza N.W., Atlanta, Georgia 30313, USA (“TCCC”) | Master Agreement for Research Services | September 1, 2004 |
| | Portfolio Optimization for the Coca Cola Company | September 24, 2004 |
| | Statement of Work # 1 | September 1, 2004 |
| | Statement of Work for CBL (TCCC uses CBL studies for its strategic marketing decision) (expired on October 31, 2005). | April 1, 2005 |
| | Onsite Business Analyst Statement of Work | September 25, 2006 |
| | Corporate K&I Analytics Support | December 27, 2006 |
| | Statement of Work | December 8, 2006 |
| | Agreement laying down the framework for the provision of services. | Not Mentioned |
| Resort Condominiums, LLC | Master Information Technology & Computer Consulting Services Agreement | January 1, 2006 |
| | Statement of Work for Global Revenue Management and Analytics. | January 1, 2007 |

| <u>Name of Company</u> | <u>Name of Contract</u> | <u>Date</u> |
|---|---|--------------------|
| | Statement of Work for Global Revenue Management and Analytics. (expired on December 31, 2006). | January 1, 2006 |
| | Statement of Work for Price Estimation Project (expired on January 7, 2007). | July 1, 2006 |
| A.S. Watson Group | Contract for consulting services (expired on October 15, 2005). | July 1, 2005 |
| | Contract for consulting services (expired on September 30, 2005) | August 15, 2005 |
| Tata Consultancy Services | Business associate agreement (expired on December 31, 2003). | April 1, 2003 |
| | Extension of Agreement dated April 1, 2003 (expired on December 31, 2004). | January 1, 2004 |
| | Extension of Agreement dated April 1, 2003 (expired on December 31, 2005). | December 15, 2004 |
| Avery Dennison Office Products Company | Confidentiality/non-disclosure agreement | July 26, 2004 |
| | Confidentiality/non-disclosure agreement | January 1, 2005 |
| | Letter of Intent | September 16, 2005 |
| | Letter of Intent | June 3, 2005 |
| | Master Services Consulting Agreement (expired on February 28, 2007) | March 1, 2006 |
| | Amendment to Master Services Consulting Agreement (March 1 to April 30, 2007) | March 23, 2007 |
| Miller Brewing Company | Proposal for 'Strategic Brand Scorecard' | July 25, 2005 |
| PepsiCo Foods (China) Ltd Co | Agreement (to analyze the data given by clients more closely to obtain a deeper understanding of snacks in China) | November 1, — |
| MMA/Carat, Inc | Confidentiality Agreement | January 6, 2005 |
| Dunnhumby | Agreement for Services | December 31, 2006 |
| VNU Business Media | Proposal for Sales Support Desk | February 3, 2005 |
| GS | Statement of Work | January 6, 2004 |
| Remy Cointreau | Proposal | December 20, 2005 |
| ARCADIA Damsmanlik Hizmetleri Ltd. Sti | Market Information Equity Analysis Contract | 04/07/2006 |

| <u>Name of Company</u> | <u>Name of Contract</u> | <u>Date</u> |
|--|---|--------------------|
| USHE (NBC Universal Inc.) | Consulting Services Agreement | December 1, 2006 |
| | Statement of Work for Insights/ Analytic Execution | December 1, 2006 |
| Government Employees Insurance Companies | Confidentiality & Non-Disclosure Agreement | February 14, 2006 |
| | Statement of Work for Screens for Online Applicants Processing Addendum (New York) | December 24, 2006 |
| | Statement of Work for Screens for Online Applicants Processing Addendum (New York) (ended on June 29, 2006) | April 4, 2006 |
| | Statement of Work for Screens for Online Applicants Processing Addendum (Five City Addendum) (ended on August 11, 2006) | July 10, 2006 |
| Infernotions Corporation | Agreement for Services (ended on September 31, 2006) | September 26, 2005 |
| ADAC Laboratories (a Philips Medical Systems Company) | Consulting Services Agreement | February 15, 2006 |
| Gabriel Systems Inc. | Consulting Services Agreement | September 1, 2005 |
| Carlson Marketing Worldwide Inc. | Independent Contractor Agreement | January 1, 2007 |
| M.S.Krishnan | Consulting Agreement | November 1, 2005 |
| Coca- Cola (China) Beverages Ltd. | Services Agreement | April 11, 2007 |
| Levi Strauss & Co | Services Agreement | October 7, 2005 |
| Research Solutions LLC | Consulting Agreement | April 1, 2005 |

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Schedule R to Disclosure Letter

List of Bank Accounts

Details of Bank Accounts

A. Marketics Technologies India Private Limited

| <u>Sl. No.</u> | <u>Account Number</u> | <u>Account</u> | <u>Bank Name</u> | <u>Bank Address</u> | <u>Authorised Signatories</u> | <u>Signing limits</u> |
|----------------|-----------------------|----------------|----------------------|--|---|--|
| 1 | ***** | Current | ICICI Bank Limited | ICICI Bank Limited, Koramangala Branch, # 366-367,1-a Main, VII Block, Koramangala, Bangalore 560 095, India. | S.Ramakrishnan, Vinay Mishra, Shankar Maruwada, V.Krishnaraj & Ruchi Kapoor | All cheques above Rs.20,000 are to be signed by any 2 of the authorised signatories mentioned above. |
| 2 | ***** | EEFC | ICICI Bank Limited | ICICI Bank Limited, Indiranagar Branch, Salarpuria House, 496, CMH Road, Indiranagar, Bangalore 560 008, India | S.Ramakrishnan, Vinay Mishra, Shankar Maruwada, V.Krishnaraj & Ruchi Kapoor | All cheques above Rs.20,000 are to be signed by any 2 of the authorised signatories mentioned above. |
| 3 | | Fixed Deposit | ICICI Bank Limited | ICICI Bank Limited, Koramangala Branch, # 366-367,1-a Main, VII Block, Koramangala, Bangalore 560 095, India. | | Not Applicable |
| 4 | ***** | Fixed Deposit | State Bank of Mysore | HAL 2nd Stage Branch, Indiranagar, Bangalore 560038. | | Not Applicable |

B. Marketics Inc.

| <u>Sl. No.</u> | <u>Account Number</u> | <u>Account</u> | <u>Bank Name</u> | <u>Bank Address</u> | <u>Authorised Signatories</u> | <u>Signing limits</u> |
|----------------|-----------------------|----------------|------------------|--|-------------------------------|-----------------------|
| 1 | ***** | Current | Bank Of America | # 789, Howard Avenue, New Haven, CT-06510. | Vinay Mishra | No signing limit. |

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Schedule 16
LIST OF ANY MACHINERY AND EQUIPMENT, MOTOR VEHICLES ANY OTHER
FIXED ASSETS OWNED BY THE SUBSIDIARY

None.

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Schedule 17

DETAILS OF ANY EQUIPMENT OF THE SUBSIDIARY WHICH IS NOT: (A) IN GOOD REPAIR AND CONDITION AND/ OR (B) IN SATISFACTORY WORKING ORDER AND/OR (C) PROPERLY SERVICED AND MAINTAINED AND/ OR (D) IN SURPLUS TO REQUIREMENTS OF THE BUSINESS OF THE SUBSIDIARY

None.

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Schedule 18A

LETTERS FORMAT TO BE PROVIDED AS PER CLAUSE 3.2(n)

Date: April __, 2007

To,
WNS (Mauritius) Limited
10, Frere Felix de Valois Street,
Port Louis,
Mauritius

Dear Sir,

I, _____ [Name], is currently working as an employee of Marketics Technologies (India) Private Limited ("Company"). As on the date hereof, I own and hold _____ equity shares of Rs.1 each ("Equity Shares") in the Company, free of any encumbrance or lien.

Apart from the Equity Shares owned and held by me, please note that as on the date hereof (i.e., April 1, 2007):

- 1 I do not have any outstanding Stock options in the Company or the subsidiary of the Company, which are capable of conversion into any class of shares (including Equity Shares) in the Company or the subsidiary; and
- 2 I do not have any rights whatsoever, to be issued any class of shares (including Equity Shares) in the Company or the subsidiary.

I further confirm that I have delivered cheque no. _____ drawn on _____ bank for a sum of _____ in favour of Marketics Technologies (India) Private Limited in accordance with Clause 3.2(p) of the share purchase agreement referred above, towards total repayment of loan availed by me for a sum of _____ for purposes of exercise of all outstanding employee stock options and there are no further outstanding dues in this regard owed by me to the Company.

I further understand that under the provisions of the Share Purchase Agreement to be executed with the Company, WNS (Mauritius) Limited intends to purchase the Equity Shares held by me. In this connection, I hereby convey my consent for transfer of _____ Equity Shares for a total sales consideration of _____. In accordance with the terms of the Share Purchase Agreement, the sale consideration for transfer of Equity Shares may be credited to the Bank Account as per the details below:

- 1 Name of the Bank:
- 2 Address of the Branch:
- 3 Bank Account Number:
- 4 SWIFT Code:

Thanking you,

Yours sincerely,

Name:

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Schedule 18B

LETTERS FORMAT TO BE PROVIDED AS PER CLAUSE 3.2(n)

Date: April 7, 2007

To,
WNS (Mauritius) Limited
10, Frere Felix de Valois Street,
Port Louis,
Mauritius

Dear Sir,

I, _____ [Name], is currently is currently engaged as _____ in Marketics Technologies (India) Private Limited ("Company"). As on the date hereof, I own and hold _____ equity shares of Rs.1 each ("Equity Shares") in the Company, free of any encumbrance or lien.

Apart from the Equity Shares owned and held by me, please note that as on the date hereof (i.e., April 7, 2007):

3. I do not have any outstanding Stock options in the Company or the subsidiary of the Company, which are capable of conversion into any class of shares (including Equity Shares) in the Company or the subsidiary; and

4. I do not have any rights whatsoever, to be issued any class of shares (including Equity Shares) in the Company or the subsidiary.

I further understand that under the provisions of the Share Purchase Agreement to be executed with the Company, WNS (Mauritius) Limited intends to purchase the Equity Shares held by me. In this connection, I hereby convey my consent for transfer of _____ Equity Shares for a total sales consideration of _____. In accordance with the terms of the Share Purchase Agreement, the sale consideration for transfer of Equity Shares may be credited to the Bank Account as per the details below:

5. Name of the Bank:

6. Address of the Branch:

7. Bank Account Number:

8. SWIFT Code:

Thanking you,

Yours sincerely,

Name:

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Schedule 19

POWER OF ATTORNEY BY THE SELLING SHAREHOLDERS IN FAVOUR OF THE PURCHASER TO VOTE ON SECOND TRANCHE SHARES AS PER DIRECTION OF THE PURCHASER

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, Ramakrishnan, duly authorised agent and attorney-in-fact for and on behalf of the persons as listed in Annexure A, who are each absolute legal and beneficial owners of equity shares of the face value of Rs.1 (Rupees One Only) of Marketics Technologies (India) Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at # 1137, RG Towers, 100 Feet Road, Indiranagar, Bangalore 560038 (the “**Company**”) (hereinafter collectively referred to as the “**Grantors**” and individually as the “**Grantor**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, legal representatives and administrators):

WHEREAS

- A. The Grantors are selling their shares in the Company to WNS (Mauritius) Limited, a company organized under the laws of the Republic of Mauritius, and having its registered office at 10, Frere Felix de Valois Street, Port Louis, Mauritius (hereinafter referred to as the “**Purchaser**”) (such purchase of shares of the Company is hereinafter referred to as the “**Transaction**”), for which purpose it is proposed that the Purchaser, the company and the shareholders of the Company enter into a Share Purchase Agreement (the “**Share Purchase Agreement**”).
- B. The Grantors further recognize that under Clause 3.5 C (iv) of the Share Purchase Agreement, each of the Grantors are required execute a power of attorney authorizing the Purchaser to exercise voting rights in respect of shares held by the Grantors.
- C. In this regard, the Grantors, represented by Mr. Ramakrishnan, their duly authorised agent and attorney-in-fact, execute in favour of the Purchaser as Attorney, this irrevocable and unconditional (subject to the provisions of Clause 3 of this Power of Attorney) power of attorney authorising and empowering the Attorney to be the Grantor’s true and lawful attorney for and on their behalf and in their name to do and execute, perform all and every of the following acts, deeds, matters and things relevant or necessary in respect of the shares held by the Grantors;

NOW KNOW YE that I, Ramakrishnan, duly authorised agent and attorney-in-fact for and on behalf of the Grantors, DO hereby (subject to the provisions of Clause 3 of this Power of Attorney) nominate, constitute and appoint the Attorney to be the true and lawful Attorney of the Grantors and for and on behalf of the Grantors and in the name of the Grantors to do execute and perform all or any of the following acts, deeds, matters and things :

- 1 Grant of Irrevocable Proxy: Each Grantor hereby appoints (subject to the provisions of Clause 3 of this Power of Attorney) the Purchaser and any designee of the Purchaser, and each of them individually, as such Grantor’s proxy and attorney-in-fact, with full power of substitution and re-substitution, to vote or act by written consent, in respect of the shares held by the Grantors, in any manner as such Purchaser may deem fit, during the term of the Share Purchase Agreement. The Grantors shall promptly cause a copy of this Irrevocable Power of Attorney to be deposited with the Company at its principal place of business and cause the Company to record, acknowledge and accept the terms and conditions hereof. Each Grantor shall (subject to the provisions of Clause 3 of this Power of Attorney) take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy.
- 2 Nature of Irrevocable Proxy: The proxy and power of attorney granted pursuant to paragraph 1 above by each Grantor shall (subject to the provisions of Clause 3 of this Power of Attorney) be irrevocable during the term of the Share Purchase Agreement and shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by such Grantor. The power of attorney granted by each Grantor herein is a durable power of attorney and shall survive (subject to the provisions of Clause 3 of this Power of Attorney) the dissolution, bankruptcy, death or incapacity of such Grantor. The Grantors further authorize the Purchaser (subject to the provisions of Clause 3 of this Power of Attorney) to do execute and perform all or any of the following acts, deeds, matters and things:
 - (i) to sign, seal, deliver, swear, execute any document required to be executed by the Grantors pursuant to the terms and conditions of this Irrevocable Power of Attorney;

- (ii) to take such action on behalf of the Grantors as may be required to be taken by the Purchaser in the capacity of a Shareholder of the Company;
- (iii) For more effectually doing, effecting, and performing the several matters and things aforesaid;
- (iv) To appoint from time to time such person or persons as the Attorney may think fit as their substitute or substitutes to do execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint another or others in their place and the Grantors hereby agree at all times to ratify and confirm whatsoever the Attorney or any such substitute or substitutes shall lawfully do or cause or to be done.

3 The Grantors undertake to ratify (subject to the provisions of Clause 3 of this Power of Attorney) all future acts done by the Attorney.

4 The Grantors shall not (subject to the provisions of Clause 3 of this Power of Attorney) revoke the authorization granted to the Attorney under this letter till such time that any of the Share Purchase Agreement is in force and effect.

3. Rights of Revocation: Notwithstanding anything to the contrary contained herein, I may unilaterally revoke this Power of Attorney upon the earlier of:

- 1 the termination of the Share Purchase Agreement; and
- 2 the title to the Second Tranche Shares (as defined in the Share Purchase Agreement) is transferred to the Purchaser in accordance with the provisions of the Share Purchase Agreement; and
- 3 the title to the First Tranche Shares (as defined in the Share Purchase Agreement) is transferred back to the Grantors by the Purchaser in accordance with the provisions of the Share Purchase Agreement.

In relation to the aforesaid, the terms contained in this Power of Attorney supersedes all previous agreements and understanding (whether oral or written). All capitalized terms used but not defined in this Irrevocable Power of Attorney shall have the same meaning as ascribed to them in the Share Purchase Agreement.

AND IT IS HEREBY CONFIRMED AND DECLARED THAT this Power of Attorney shall be valid, effective, operative and irrevocable.

IN WITNESS WHEREOF Mr. Ramakrishnan, the duly authorised agent and attorney-in-fact of the Grantors, has executed these presents at ___ this ___ day of April, 2007.

Mr. Ramakriashnan

In the presence of

- 1
- 2

NOTARY PUBLIC

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Schedule 20
LIST OF SELLING SHAREHOLDERS WHO HAVE EXECUTED POWER OF ATTORNEY IN
FAVOUR OF MR. S. RAMAKRISHNAN IN RELATION TO THE NEGOTIATION AND EXECUTION
OF THIS AGREEMENT

KEY EMPLOYEES:

- 1 Krishnaraj Venkatraman
- 2 Anuradha Sharma
- 3 Amitabh Bose
- 4 Parthasarathy Vallabhajosyula
- 5 Sanjit Bhounik
- 6 Rajesh Kumar Bhat
- 7 Vijay Jumani
- 8 Rajeev Sinha
- 9 Rajesh Apkari
- 10 Sanjay Dattatri

OTHER EMPLOYEES:

- 1 Abhishek Ranjan Jha
- 2 Ajay
- 3 Aju Abraham
- 4 Annie Thomas
- 5 Arjun Madhavan
- 6 Arpan Gupta
- 7 Ashish Kumar
- 8 Ashish Mahajan
- 9 Bhargavi
- 10 Charles
- 11 Dechen
- 12 Dibyojyoti Haldar
- 13 Dipayan Chakraborty
- 14 Doyel
- 15 Durga Prasad
- 16 Eronesu Kar
- 17 G K Suresu Kumar
- 18 G.Vijaya
- 19 Gaurav Gupta
- 20 Gautam Munshi
- 21 Giridhar
- 22 GKR Krishnan
- 23 Hemalatha Dave
- 24 Kakul
- 25 Kamal Mishra
- 26 Krishnan Seshadri
- 27 Malavika
- 28 Malini
- 29 Manik Bhandari
- 30 Manoranjan
- 31 Milind Kelkar
- 32 Muralidhar Sundar
- 33 Neerav Naik
- 34 Nethravathy
- 35 Nidhi Gupta
- 36 Nikhil Deshpande
- 37 Nikunj
- 38 Pavan Bhat
- 39 Pradeep

| | |
|----|-----------------------|
| 40 | Praveen Hullur |
| 41 | Praveen Singh |
| 42 | Pravin Nampoothiri |
| 43 | Pritha Choudhuri |
| 44 | Puneet Gulati |
| 45 | R.Sowmya |
| 46 | Rajneesh Khosla |
| 47 | Rakesh Pande |
| 48 | Reddy |
| 49 | Ruchi Kapoor |
| 50 | S. Deepak Kumar |
| 51 | Sameer |
| 52 | Santosh Ramji |
| 53 | Saurabh Chopra |
| 54 | Shila Cyriac |
| 55 | Shravan |
| 56 | Sindhu Lekha |
| 57 | Siva Kumar H |
| 58 | Sneha Thakkar |
| 59 | Sooraj |
| 60 | Stephen Samuel |
| 61 | Stuti Dhandhanian |
| 62 | Suchitra |
| 63 | Sudershan |
| 64 | Suresh Babu Perumal |
| 65 | Tarun Kumar Mukherjee |
| 66 | V. Makesh |
| 67 | Varun Mohanpuria |
| 68 | VC.Radha |
| 69 | Vikas Verma |
| 70 | Vinay CR |
| 71 | Vinitha Unni |
| 72 | Vinoth Babu |

OTHER SHAREHOLDERS

| | |
|---|--------------------------|
| 1 | Glen M Springer |
| 2 | Infermations Corporation |
| 3 | MS Krishnan |

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Schedule 21

LIST OF EACH SELLING SHAREHOLDERS, ALONG WITH WIRE TRANSFER DETAILS AND DETAILS OF THE AMOUNTS TO BE PAID TO THEM ON SECOND CLOSING DATE

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|-----------------|---|-----------------------|--|
| FOUNDERS: | | | |
| S. Ramakrishnan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 76,799 | 477,826 |
| | ***** ***** ***** ***** ***** | | |
| Vinay Mishra | ***** ***** ***** ***** ***** | 76,774 | 477,671 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|------------------------|---|-----------------------|--|
| Shankar Maruwada | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 76,777 | 477,687 |
| KEY EMPLOYEES: | | | |
| Krishnaraj Venkatraman | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 18,419 | 114,596 |
| Anuradha Sharma | ***** | 3,735 | 23,238 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|----------------------------------|---|-----------------------------|---|
| Amitabh Bose | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 3,735 | 23,238 |
| Parthasarathy Vallabhajosyula | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 591 | 3,679 |
| Sanjit Bhoomik | ***** ***** | 1,245 | 7,746 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|-------------------|--|-----------------------------|---|
| Rajesh Kumar Bhat | <p>***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****</p> | 7,470 | 46,477 |
| Vijay Jumani | <p>***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****</p> | 2,117 | 13,168 |
| Rajeev Sinha | <p>***** *****</p> | 249 | 1,549 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|-------------------------|--|-----------------------|--|
| | ***** ***** ***** ***** ***** ***** ***** | | |
| Rajesh Apkari | ***** ***** ***** ***** ***** ***** ***** ***** | 249 | 1,549 |
| | ***** ***** ***** ***** ***** ***** ***** | | |
| Sanjay Dattatri | ***** ***** ***** ***** ***** ***** ***** ***** | 3,735 | 23,238 |
| OTHER EMPLOYEES: | | | |
| Abhishek Ranjan Jha | ***** ***** | 62 | 387 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|--------------|--|-----------------------------|---|
| Ajay | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| Aju Abraham | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 62 | 387 |
| Annie Thomas | ***** ***** ***** ***** | 249 | 1,549 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|----------------|---|-----------------------|--|
| Arjun Madhavan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 125 | 775 |
| Arpan Gupta | ***** | 498 | 3,098 |
| Ashish Kumar | ***** | 124 | 775 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|----------------|---|-----------------------------|---|
| Ashish Mahajan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| Bhargavi | ***** | 62 | 387 |
| Charles | ***** | 249 | 1,549 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|---------------------|--|-----------------------------|---|
| Dechen | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 63 | 387 |
| Dibyoyoti Haldar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 249 | 1,549 |
| Dipayan Chakraborty | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 996 | 6,197 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|------------------|--|-----------------------|--|
| Doyel | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| Durga Prasad | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 249 | 1,549 |
| Eronesu Kar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| G K Suresu Kumar | ***** ***** | 249 | 1,549 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|----------------|--|-----------------------|--|
| Nikunj | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 125 | 775 |
| Pavan Bhat | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| Pradeep | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 62 | 387 |
| Praveen Hullur | ***** ***** ***** ***** | 124 | 775 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|-----------------|---|-----------------------|--|
| Puneet Gulati | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| R.Sowmya | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 125 | 775 |
| Rajneesh Khosla | ***** ***** ***** ***** ***** ***** | 747 | 4,648 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|--------------|---|-----------------------------|---|
| Rakesh Pande | ***** | 249 | 1,549 |
| Reddy | ***** | 63 | 387 |
| Ruchi Kapoor | ***** | 467 | 2,905 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|-----------------|--|-----------------------------|---|
| S. Deepak Kumar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 249 | 1,549 |
| Sameer | ***** ***** ***** ***** ***** ***** ***** ***** ***** | 498 | 3,098 |
| Santosh Ramji | ***** ***** ***** ***** ***** ***** ***** ***** | 249 | 1,549 |
| Saurabh Chopra | ***** | 498 | 3,098 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|--------------|---|-----------------------------|---|
| Shila Cyriac | <p>***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****</p> | 249 | 1,549 |
| Shravan | <p>***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****</p> | 124 | 775 |
| Sindhu Lekha | <p>***** ***** ***** *****</p> | 63 | 387 |
| | | | 182 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|---------------|---|-----------------------|--|
| Siva Kumar H | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 63 | 387 |
| Sneha Thakkar | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| Sooraj | ***** ***** ***** ***** | 63 | 387 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|------------------|--|-----------------------------|---|
| Stephen Samuel | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 747 | 4,648 |
| Stuti Dhandhania | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 62 | 387 |
| Suchitra | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 249 | 1,549 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|-----------------------|--|-----------------------------|---|
| Sudershan | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 125 | 775 |
| Suresh Babu Perumal | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 187 | 1,162 |
| Tarun Kumar Mukherjee | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 62 | 387 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|------------------|--|-----------------------------|---|
| V. Makesh | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 349 | 2,169 |
| Varun Mohanpuria | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 124 | 775 |
| VC. Radha | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 125 | 775 |
| Vikas Verma | ***** ***** ***** | 249 | 1,549 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|-------------|---|-----------------------------|---|
| Vinay CR | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 498 | 3,098 |
| Vinita Unni | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 125 | 775 |
| Vinoth Babu | ***** ***** ***** ***** ***** | 62 | 387 |

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|---------------------------|--|-----------------------|--|
| OTHER SHAREHOLDERS | ***** ***** ***** ***** ***** | | |
| Tawny Dove Ltd. | ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** | 45,027 | 280,145 |
| K. Ganesh | ***** ***** ***** ***** ***** | 14,168 | 88,152 |

Name

Bank Account Details

SECOND
TRANCHE
SHARES

Second Tranche
Escrow
Consideration (In
USD)

Spark Capital Advisors
(India) Pvt Ltd.

20,169

125,487

| Name | Bank Account Details | SECOND TRANCHE SHARES | Second Tranche Escrow Consideration (In USD) |
|--------------------|---|-----------------------|--|
| MS Krishnan | ***** ***** ***** ***** ***** ***** ***** ***** ***** | 2,119 | 13,184 |
| GRAND TOTAL | | 402,897 | 2,506,731 |

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Schedule 22
PROPORTION OF EARNOUT CONSIDERATION PAYABLE TO EACH OF THE SELLING
SHAREHOLDER

| Name | SECOND TRANCHE SHARES | Proportion of Earnout Consideration Payable To Each Of the Selling Shareholder |
|-------------------------------|-----------------------------|--|
| FOUNDERS: | | |
| S. Ramakrishnan | 76,799 | 19.06% |
| Vinay Mishra | 76,774 | 19.06% |
| Shankar Maruwada | 76,777 | 19.06% |
| KEY EMPLOYEES: | | |
| Krishnaraj Venkatraman | 18,419 | 4.57% |
| Anuradha Sharma | 3,735 | 0.93% |
| Amitabh Bose | 3,735 | 0.93% |
| Parthasarathy Vallabhajosyula | 591 | 0.15% |
| Sanjit Bhounmik | 1,245 | 0.31% |
| Rajesh Kumar Bhat | 7,470 | 1.85% |
| Vijay Jumani | 2,117 | 0.53% |
| Rajeev Sinha | 249 | 0.06% |
| Rajesh Apkari | 249 | 0.06% |
| Sanjay Dattatri | 3,735 | 0.93% |
| OTHER EMPLOYEES: | | |
| Abhishek Ranjan Jha | 62 | 0.02% |
| Ajay | 124 | 0.03% |
| Aju Abraham | 62 | 0.02% |
| Annie Thomas | 249 | 0.06% |
| Arjun Madhavan | 125 | 0.03% |
| Arpan Gupta | 498 | 0.12% |
| Ashish Kumar | 124 | 0.03% |
| Ashish Mahajan | 124 | 0.03% |
| Bhargavi | 62 | 0.02% |
| Charles | 249 | 0.06% |
| Dechen | 63 | 0.02% |
| Dibyoyoti Haldar | 249 | 0.06% |
| Dipayan Chakraborty | 996 | 0.25% |
| Doyel | 124 | 0.03% |
| Durga Prasad | 249 | 0.06% |
| Eronesu Kar | 124 | 0.03% |
| G K Suresu Kumar | 249 | 0.06% |
| G. Vijaya | 124 | 0.03% |
| Gaurav Gupta | 249 | 0.06% |
| Gautam Munshi | 623 | 0.15% |
| Giridhar | 373 | 0.09% |
| GKR Krishnan | 747 | 0.19% |
| Hemalatha Dave | 63 | 0.02% |
| Kakul | 124 | 0.03% |
| Kamal Mishra | 373 | 0.09% |
| Krishnan Seshadri | 249 | 0.06% |
| Malavika | 63 | 0.02% |
| Malini | 62 | 0.02% |
| Manik Bhandari | 249 | 0.06% |

| Name | SECOND TRANCHE SHARES | Proportion of Earnout Consideration Payable To Each Of the Selling Shareholder |
|---|-----------------------|--|
| Manoranjan | 124 | 0.03% |
| Milind Kelkar | 1,307 | 0.32% |
| Muralidhar Sundar | 124 | 0.03% |
| Neerav Naik | 249 | 0.06% |
| Nethravathy | 62 | 0.02% |
| Nidhi Gupta | 124 | 0.03% |
| Nikhil Deshpande | 62 | 0.02% |
| Nikunj | 125 | 0.03% |
| Pavan Bhat | 124 | 0.03% |
| Pradeep | 62 | 0.02% |
| Praveen Hullur | 124 | 0.03% |
| Praveen Singh | 125 | 0.03% |
| Pravin Nampoothiri | 125 | 0.03% |
| Pritha Choudhuri | 249 | 0.06% |
| Puneet Gulati | 124 | 0.03% |
| R.Sowmya | 125 | 0.03% |
| Rajneesh Khosla | 747 | 0.19% |
| Rakesh Pande | 249 | 0.06% |
| Reddy | 63 | 0.02% |
| Ruchi Kapoor | 467 | 0.12% |
| S. Deepak Kumar | 249 | 0.06% |
| Sameer | 498 | 0.12% |
| Santosh Ramji | 249 | 0.06% |
| Saurabh Chopra | 498 | 0.12% |
| Shila Cyriac | 249 | 0.06% |
| Shravan | 124 | 0.03% |
| Sindhu Lekha | 63 | 0.02% |
| Siva Kumar H | 63 | 0.02% |
| Sneha Thakkar | 124 | 0.03% |
| Sooraj | 63 | 0.02% |
| Stephen Samuel | 747 | 0.19% |
| Stuti Dhandhanania | 62 | 0.02% |
| Suchitra | 249 | 0.06% |
| Sudershan | 125 | 0.03% |
| Suresh Babu Perumal | 187 | 0.05% |
| Tarun Kumar Mukherjee | 62 | 0.02% |
| V. Makesh | 349 | 0.09% |
| Varun Mohanpuria | 124 | 0.03% |
| VC.Radha | 125 | 0.03% |
| Vikas Verma | 249 | 0.06% |
| Vinay CR | 498 | 0.12% |
| Vinitha Unni | 125 | 0.03% |
| Vinoth Babu | 62 | 0.02% |
| OTHER SHAREHOLDERS | | |
| Tawny Dove Ltd. | 45,027 | 11.18% |
| K. Ganesh | 14,168 | 3.52% |
| Spark Capital Advisors (India) Pvt Ltd. | 20,169 | 5.01% |
| Raji Raju | 17,796 | 4.42% |
| Glen M Springer | 9,639 | 2.39% |

| Name | SECOND TRANCHE SHARES | Proportion of Earnout Consideration Payable To Each Of the Selling Shareholder |
|--------------------------|-----------------------------|--|
| Infernotions Corporation | 5,147 | 1.28% |
| MS Krishnan | 2,119 | 0.53% |
| GRAND TOTAL | 402,897 | 100.00% |

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Schedule 23

**LIST OF POWER OF ATTORNEYS EXECUTED IN FAVOUR OF S.
RAMAKRISHNAN**

| | |
|-------------------------------|---|
| Krishnaraj Venkataraman | Vide Power of Attorney dated April 13, 2007 |
| Anuradha Sharma | Vide Power of Attorney dated April 13, 2007 |
| Amitabh Bose | Vide Power of Attorney dated n April 13, 2007 |
| Parthasarathy Vallabhajosyula | Vide Power of Attorney dated April 8, 2007 |
| Sanjit Bhoumick | Vide Power of Attorney dated April 13, 2007 |
| Rajesh Kumar Bhatt | Vide Power of Attorney dated April 13, 2007 |
| Vijay Jumani | Vide Power of Attorney dated April 13, 2007 |
| Rajeev Sinha | Vide Power of Attorney dated April 13, 2007 |
| Rajesh Apkari | Vide Power of Attorney dated April 13, 2007 |
| Sanjay Dattatri | Vide Power of Attorney dated April 13, 2007 |
| Abhishek Ranjan Jha | Vide Power of Attorney dated April 13, 2007 |
| Ajay Gopikrishnan | Vide Power of Attorney dated April 13, 2007 |
| Aju Abraham | Vide Power of Attorney dated April 13, 2007 |
| Annie Thomas | Vide Power of Attorney dated April 13, 2007 |
| Arjun Madhavan | Vide Power of Attorney dated April 13, 2007 |
| Arpan Gupta | Vide Power of Attorney dated April 13, 2007 |
| Ashish Kumar | Vide Power of Attorney dated April 17, 2007 |
| Ashish Mahajan | Vide Power of Attorney dated April 13, 2007 |
| Bhargavi Narasapuram | Vide Power of Attorney dated April 13, 2007 |
| Abel Charles M K Amos | Vide Power of Attorney dated April 14, 2007 |
| Dechen Dorjee | Vide Power of Attorney dated April 13, 2007 |
| Dibyoyoti Haldar | Vide Power of Attorney dated April 13, 2007 |
| Dipayan Chakraborty | Vide Power of Attorney dated April 13, 2007 |
| Doyel Kar | Vide Power of Attorney dated April 13, 2007 |
| Durga Prasad | Vide Power of Attorney dated April 13, 2007 |
| Eronesu Kar | Vide Power of Attorney dated April 20, 2007 |
| G K Suresu Kumar | Vide Power of Attorney dated April 13, 2007 |
| G.Vijaya | Vide Power of Attorney dated April 13, 2007 |
| Gaurav Gupta | Vide Power of Attorney dated April 16, 2007 |
| Gautam Munshi | Vide Power of Attorney dated April 16, 2007 |
| R Giridhar | Vide Power of Attorney dated April 13, 2007 |
| GKR Krishnan | Vide Power of Attorney dated April 13, 2007 |
| Hemalatha Dave | Vide Power of Attorney dated April 13, 2007 |
| Kakul Paul | Vide Power of Attorney dated April 13, 2007 |
| Kamal Narayan Mishra | Vide Power of Attorney dated April 13, 2007 |
| Krishnan Seshadri | Vide Power of Attorney dated April 13, 2007 |
| Malavika V | Vide Power of Attorney dated April 13, 2007 |
| T Malini | Vide Power of Attorney dated April 13, 2007 |
| Manik Bhandari | Vide Power of Attorney dated April 11, 2007 |
| Manoranjan Pappanayak | Vide Power of Attorney dated April 13, 2007 |
| Milind Kelkar | Vide Power of Attorney dated April 16, 2007 |

| | |
|-------------------------|---|
| Muralidhar Sundar | Vide Power of Attorney dated April 13, 2007 |
| Neerav Naik | Vide Power of Attorney dated April 13, 2007 |
| Nethravathy S | Vide Power of Attorney dated April 13, 2007 |
| Nidhi Gupta | Vide Power of Attorney dated April 13, 2007 |
| Nikhil Deshpande | Vide Power of Attorney dated April 13, 2007 |
| Nikunj Vohra | Vide Power of Attorney dated April 13, 2007 |
| Pavan Bhat | Vide Power of Attorney dated April 13, 2007 |
| Pradeep J.P | Vide Power of Attorney dated April 13, 2007 |
| Praveen Hullur | Vide Power of Attorney dated April 14, 2007 |
| Praveen Singh | Vide Power of Attorney dated April 13, 2007 |
| Pravin Nampoothiri | Vide Power of Attorney dated April 16, 2007 |
| Pritha Choudhuri | Vide Power of Attorney dated April 13, 2007 |
| Puneet Gulati | Vide Power of Attorney dated April 13, 2007 |
| R.Sowmya | Vide Power of Attorney dated April 14, 2007 |
| Rajneesh Khosla | Vide Power of Attorney dated April 13, 2007 |
| Rakesh Pande | Vide Power of Attorney dated April 13, 2007 |
| V K Venkataswamy Reddy | Vide Power of Attorney dated April 13, 2007 |
| Ruchi Kapoor | Vide Power of Attorney dated April 16, 2007 |
| S Deepak Kumar | Vide Power of Attorney dated April 13, 2007 |
| Sameer Mulabagal | Vide Power of Attorney dated April 13, 2007 |
| Santosh Ramji | Vide Power of Attorney dated April 13, 2007 |
| Saurabh Chopra | Vide Power of Attorney dated April 13, 2007 |
| Shila Cyriac | Vide Power of Attorney dated April 13, 2007 |
| Shravan Pai | Vide Power of Attorney dated April 13, 2007 |
| Sindhu Lekha S | Vide Power of Attorney dated April 13, 2007 |
| Shivakumar Hanjagimath | Vide Power of Attorney dated April 13, 2007 |
| Sneha Thakkar | Vide Power of Attorney dated April 13, 2007 |
| Sooraj M S | Vide Power of Attorney dated April 13, 2007 |
| Stephen Samuel | Vide Power of Attorney dated April 13, 2007 |
| Stuti Dhandhanian | Vide Power of Attorney dated April 14, 2007 |
| Suchitra Kolluru | Vide Power of Attorney dated April 13, 2007 |
| Sudarshan Gangrade | Vide Power of Attorney dated April 13, 2007 |
| Suresh Babu Perumal | Vide Power of Attorney dated April 13, 2007 |
| Tarun Kumar Mukherjee | Vide Power of Attorney dated April 14, 2007 |
| V. Makesh | Vide Power of Attorney dated April 13, 2007 |
| Varun Mohanpuria | Vide Power of Attorney dated April 13, 2007 |
| VC.Radha | Vide Power of Attorney dated April 13, 2007 |
| Vikas Verma | Vide Power of Attorney dated April 13, 2007 |
| Vinay CR | Vide Power of Attorney dated April 11, 2007 |
| Vinitha Unni | Vide Power of Attorney dated April 16, 2007 |
| Vinoth Babu | Vide Power of Attorney dated April 16, 2007 |
| Glen Springer | Vide Power of Attorney dated April 11, 2007 |
| Infemotions Corporation | Vide Power of Attorney dated April 9, 2007 |
| MS Krishnan | Vide Power of Attorney dated April 10, 2007 |

Schedule 24
Addresses and Other Details of Selling Shareholders

| Sl. Nos. | Name | Father's name | Age | Present residential address | Nationality |
|----------|-----------------------|--------------------------|-----|--|-------------|
| 1 | Abhishek Ranjan Jha | B.K. Jha | 24 | 94,Rama Krishnappa Road, Cox Town, Bangalore— 560005. | Indian |
| 2 | Dibyoyoti Halder | A K Halder | 26 | B1, Manikanta Residency, Vignana Nagar, Blore—75 | Indian |
| 3 | Rajesh Apkari | A Nagarajan Rao | 36 | 1-4B, Alps Estate, 460/1 Sarjapur Road, Kaikondanahalli, Bangalore — 560035 | Indian |
| 4 | Manoranjan Pattanayak | Akshaya Kumar Pattanayak | 31 | #49, Old Thippсандara, Indira nagar, Bangalore—38 | Indian |
| 5 | Muralidhar Sundar | Alagarsamy | 32 | Flat No. G1/A, Priyanka Paradise, 1st Cross, Kaggadasapura, C.V. Raman Nagar, Bangalore — 560 093. | Indian |
| 6 | Doyel Kar | Amal Kar | 30 | 1020/C 17th D cross, 2nd Stage, Indiranagar, Bangalore 38 | Indian |
| 7 | Gautam Munshi | Ashish Munshi | 30 | Flat C-402 Spartan Heights Building , 16/17 Richmond Road, Bangalore 560025 | Indian |
| 8 | Ashish Kumar | Ashok Kumar Gupta | 31 | 204, Maitree Appartment, Ashiana Road, Patna, Bihar — 25 | Indian |
| 9 | Eronesu Kar | Asish Kar | 29 | Door No. C1, Karthik Koushalya Apartments, Malleshpalya, 5th Main, 4th Cross, Bangalore—560075 | Indian |
| 10 | VC.Radha | B.V. Govindaraju | 30 | #1083, Mahalakshmi Nilaya, Vijanapura, Dooravaninagar post, Bangalore — 560 016 | Indian |
| 11 | Hemalatha Dave | Babulal Dave | 26 | #24,1st Floor,Ganesh Nilaya, 1st Cross, Dinnur,R.T.Nagar— 560032 | Indian |
| 12 | Santosh Ramji | Cheekatla Suryanarayana | 30 | #1006, 2nd cross, 13th main, HAL Stage-2, Indiranagar, Bangalore— 560038 | Indian |
| 13 | Nikunj | Col Niraj Vohra | 25 | 408, A4, Ganga Block, NGV | Indian |
| 14 | Dechen | NIM Dorjee Bhutia | 26 | # 70, 3rd Cross, Near Kaveri Nursing Home, | Indian |



| Sl. Nos. | Name | Father's name | Age | Present residential address | Nationality |
|----------|------------------|-------------------------------|-----|--|-------------|
| | | | | Madiwala, Blore — 68 | |
| 15 | Varun Mohanpuria | Dr. Narendra Kumar Mohanpuria | 26 | #303, Saptgiri Mension, 16D Main, HAL II, Indiranagar, Bangalore | Indian |
| 16 | Nidhi Gupta | Dr. Surendra Kumar Jain | 27 | 102/B, 1st Cross, 18th Main, 6th Block, Koramangla, Bangalore | Indian |
| 17 | Vinoth Babu | Elakkumanan P | 25 | 622 B, VI Main, III Phase, BDA Housing Colony, Domlur II Stage, Bangalore — 560071 | Indian |
| 18 | Rakesh Pande | G.C. Pande | 28 | Flat GC, Golden Daffodills, 13th Main I cross Kodihalli Bangalore—08 | Indian |
| 19 | G K Suresu Kumar | G.GUNASEK ARAN | 29 | No 5, 9th Main, 15th Cross, Lakkasandra, Bangalore — 560030. | Indian |
| 20 | Sanjay Dattatri | Gangadhar Rao Dattatri | 38 | 603, Flat C, Swathi Apartments, 29th Cross Street, Indira Nagar, Chennai 600020 | Indian |
| 21 | Praveen Hullur | Ghatigeppa M Hullur | 26 | #185, Ground floor, 5th main, KEB Layout, BTM 1st Stage, Bangalore—75 | Indian |
| 22 | Pavan Bhat | Ishwar Bhat | 30 | # 37, "SUMEGHA" 11th Cross Prashanth Nagar Bangalore — 560079 | Indian |
| 23 | Vinitha Unni | K.V. Unni | 27 | G-007, Golden Residency, Sarjapur Outer ring road, Bellandhur, Bangalore — 37 | Indian |
| 24 | Rajneesh Khosla | Late I.B.Khosla | 34 | Flat No.T - 405, Purva Park, MSO Colony, Cox Town, Bangalore — 56005 | Indian |
| 25 | Neerav Naik | Late Mr. Rajendra Naik | 28 | 2586, 17th Main, 2nd Cross, HAL 2nd Stage, Indiranagar, PIN-560008 | Indian |
| 26 | Sameer Mulbagal | M. K. MULBAGAL | 34 | 101, MCMR MANSION, 3RD MAIN, 2ND CROSS, NEW THIPPASANDRA, BANGALORE— | INDIAN |

| Sl. Nos. | Name | Father's name | Age | Present residential address | Nationality |
|----------|---------------------|-----------------------|-----|--|-------------|
| | | | | 560075 | |
| 27 | Aju Abraham | M.V. Abraham | 29 | #9, Shree Gokulam, 5th Cross Abhiyah Reddy Layout, Kagadaspura, Bangalore — 73 | Indian |
| 28 | Sindhu Lekha S | M.Velayudhan Pillai | 32 | #233/A, 5th cross, 2nd Main, New Thippasandra, Bangalore — 560075 | Indian |
| 29 | Dipayan Chakraborty | N G Chakraborty | 26 | 402 Prudential Maruthi Apartments 2nd Cross Wind Tunnel Road Murugeshpalaya Bangalore | Indian |
| 30 | Giridhar | N Ramachandran | 32 | Will send you later | Indian |
| 31 | Bhargavi | N. MohanReddy | 25 | #1227/68, 1st Main Road, M.C Layout, Vijayanagar, Bangalore—560079. | Indian |
| 32 | Sooraj | P. Sukumaran Nair | 28 | No. 713, Manimandiram, 5th Main, 3rd block, BEL Layout, Vidyaranyaपुरa, Bangalore—560097 | Indian |
| 33 | Pradeep | Parvathappa Gowda J.M | 30 | S 202, HM Tambourine, Jaraganahalli Post, Kanakpura Road J.P Nagar 6th Phase Bangalore — 560078 | Indian |
| 34 | Suresh Babu Perumal | PERUMAL | 31 | 19, 1st cross, kumara garden, vijayanagar, bangalore 560040 | Indian |
| 35 | Charles | Peter Amos | 27 | 101 Onyx Apartments, Kodihalli 1st Main Blore 8 | Indian |
| 36 | Malini | Prathap Reddy | 26 | T.malini,d/o t.prathap reddy, vengalammache ruvu, (via) Bukkapattam, anathapu r(dist), Anadhar pradesh. | Indian |
| 37 | Gaurav Gupta | R. K. Gupta | 29 | 2606, 18th Main, 3rd Cross, HAL 2nd Stage, Indira Nagar, Bangalore | Indian |
| 38 | Stuti Dhandhanian | Ramakant Dhandhanian | 26 | 7/5, Paranjyothi Road, Frazer Town, Bangalore 5 | Indian |

| Sl. Nos. | Name | Father's name | Age | Present residential address | Nationality |
|----------|-----------------------|------------------------------------|-----|---|-------------|
| 39 | Saurabh Chopra | Ranjan Chopra | 26 | 1144 W 28th St, # 2, Los Angeles, CA 90007, United States | Indian |
| 40 | Arpan Gupta | Ravi Kant Gupta | 26 | 102-B, 1st Cross, 18th Main, 6th Block, Koramangala, Bangalore 560095 | Indian |
| 41 | V. Makesh | S Venkataramanan | 29 | # 51/A, 10th Cross, Govindappa Lane, Kodihalli, Bangalore | Indian |
| 42 | Ruchi Kapoor | S.N.Kapoor | 34 | Raunak', No.589, 4th Cross, HMT Layout, Ganganagar, Bangalore 560 032 | Indian |
| 43 | Durga Prasad | Samba Siva Rao | 26 | 2361; 2nd C cross; 15th Main; 100 ft road; Indira Nagar; Bangalore - 560038 | Indian |
| 44 | Sudarshan | Satish Gangrade | 26 | 424, Yamuna Block; National Games Village; Koramangala; Bangalore-47. | Indian |
| 45 | Krishnan Seshadri | Seshadri | 30 | 192/10, 3rd Cross, New Byappanahalli, Bangalore 560039 | Indian |
| 46 | Shravan | Sharad Vaman Pai | 27 | 2nd Floor, #1176, 12th B Main, 1st Cross, Indiranagar 100Ft Rd, Bangalore - 560038 | Indian |
| 47 | Pravin Nampoothiri | Shreedharan Nampoothiri | 36 | A-203, Rajhans Avenue, Near Anant Park, Behind Sabari School, Vasna Road, Vadodara, Gujarat. PIN - 390 015 | Indian |
| 48 | Pritha Choudhuri | Sourindra Choudhuri | 29 | # 57, 4th Main, Domlur 2nd Stage, Bangalore | Indian |
| 49 | Tarun Kumar Mukherjee | Sri Bikash Chandra Mukherjee | 32 | C/O G.Ramareddy, No. 365, Govinda Shetty playa, Hosur main Road, Electronic City, Bangalore-100 | Indian |
| 50 | S. Deepak Kumar | Sridarshan | 27 | #362, F F Colony, Laggere, Opp. Mount Senoria School, Bangalore - 560 058 | Indian |
| 51 | Nethravathy | Srinivas | 26 | W/o Prashanth.K. , #236 Samethanahally(vill/P ost), Kadugudi- via,Bangalore-560067 | Indian |
| 52 | Suchitra | Subbarao M. | 28 | Flt # 103, Vaishali Residency, 2nd cross, 13th B Main, Indranagar, HAL 2nd | Indian |

| Sl. Nos. | Name | Father's name | Age | Present residential address | Nationality |
|----------|-------------------------------|----------------------|-----|--|-------------|
| | | | | stage, Bangalore | |
| 53 | Sanjit Bhoumik | SUBRATA BHOUMICK | 33 | 304, Victoria II Apartments 7th Cross, Domlur Layout Bangalore 560071 | Indian |
| 54 | Rajesh Kumar Bhatt | Subray L Bhat | 33 | 81, 1st floor, 17E Main, Koramangala 6th Block, B'lore-560095 | Indian |
| 55 | G.Vijaya | T S Ganesan | 32 | A 301, Mantri Splendor, 46/1, Gedalahalli, Hennur Main Road, Bangalore 77 | Indian |
| 56 | Shila Cyriac | V I Cyriac | 39 | C 204, Ranka Corner, 14 Cambridge Road, Cambridge Layout, Ulsoor, Bangalore 8 | Indian |
| 57 | Parthasarathy Vallabhajosyula | V.K.M. Sarma | 33 | #6, Diksha Apartments, 3rd main, 3rd cross, Defence colony, Indira Nagar, Bangalore - 560038 | Indian |
| 58 | Reddy | V.Krishnappa | 35 | # BC,131, ground floor, 3rd 'B' cross, Kasture nagara, Bangalore - 560 043 | Indian |
| 59 | Ashish Mahajan | Vijay L Mahajan | 27 | 776, 17th F Main, 6th Cross, Kormangala 6th Block, Bangalore - 560034 | Indian |
| 60 | Malavika | Vivekanandan D. | 29 | 992/1, 1st floor , 11th main, 1st Block, 3rd Stage, Basaveshwarnagar, Bangalore 560079 | Indian |
| 61 | Vikas Verma | AVM K.C.Varma | 31 | 114 Trinity Meadows, Bellandur, Bangalore-560037 | Indian |
| 62 | Vijay Jumani | Jagdish L Jumani | 32 | B - 503 Ranka Plaza,157 Wheeler Road, Frazer Town, Bangalore - 560005 | Indian |
| 63 | Ajay | K UNNIKRISHNAN | 31 | Flat #302, MS Rhythm Apartments, 18th Main, HAL 2nd Stage, Kodihalli, Bangalore 560008 | Indian |
| 64 | Sneha Thakkar | Vishnuprasad Thakkar | 26 | 102, H Colony, 2nd Cross, Indiranagar 1st stage, Bangalore - 560038 | Indian |

| Sl. Nos. | Name | Father's name | Age | Present residential address | Nationality |
|----------|------------------|---------------------------|-----|--|-------------|
| 65 | Amitabh Bose | Samir bose | 36 | 245, 1st floor, 4th main, 3rd cross, domlur stage II, bangalore 560 071 | Indian |
| 66 | Annie Thomas | Raymond Thomas Correia | 48 | 36, Defence Colony, 2nd Main, indira Nagar, Bangalore-38 | Indian |
| 67 | Anuradha Sharma | Brij Raj Singh | 37 | Ramya Regent Apartments, 2nd Floor, Flat no. 3G, Ist Main, Ist Stage, Indiranagar, Bangalore -38 | Indian |
| 68 | Nikhil Deshpande | Govind Deshpande | 27 | # 47, 1st Cross, 1st Main, Basweshwar Nagar, Bangalore-17 | Indian |
| 69 | Rajeev Sinha | Late B N Sinha | 36 | 71, 1st Main, 11th Cross, Jagdish Nagar, Near New Thippasandra Post, Bangalore-75 | Indian |
| 70 | R.Sowmya | Ramachandra. N | 27 | D/o Ramachandra.N, Rama chandra Complex, opp Govt School, Channasandra Main Road, Channasandra, Bangalore-560067 | Indian |
| 71 | Arjun Madhavan | Pullambi Madhavan | 29 | Milan, P. O Mambaram, Kannur 670741, Kerala | Indian |
| 72 | GKR Krishnan | GK Raman | 27 | Janani Nilayam, # 28, nd Cross, 3rd Block, Dasappa Layout, Rammurthy Nagar, Bangalore - 16 | |
| 73 | Kakul Paul | Col Narinder Paul | 25 | # 578, 10th Main, 6th Cross, HAL 2nd Stage, Indira Nagar - 560008 | Indian |
| 74 | Kamal Mishra | Late Laxmi Narayan Mishra | 28 | 1310 Valley Lake drive, #404, Schaumburg, IL 60195 | Indian |
| 75 | Manik Bhandari | Hoshiyar Singh Bhandari | 30 | 43 Hume Avenue, #03-03 Symphony Heights, Singapore 598739 | Indian |
| 76 | Praveen Singh | L P Singh | 34 | Flat No E2, Mallar Mansion, Kaggadaspura Main Road, Maruthi Nagar, Blore-75 | Indian |
| 77 | Puneet Gulati | Sh. Krishan Kumar Gulati | 26 | 404, Vars Fantasy Apartments, No. 33, 1st Main Kodihalli, | Indian |



| Sl. Nos. | Name | Father's name | Age | Present residential address | Nationality |
|----------|-----------------------------|------------------------|-----|--|---|
| | | | | Bangalore-560008 | |
| 78 | Shivakumar Hanjagimath | Basavarajaya | 31 | Malikarjuna nilaya, #204, 7 th A Main, 4 th Cross, RPC Layout, Vijayanagar, Bangalore-40 | Indian |
| 79 | Krishnaraj Venkataraman | K S Venkataraman | 37 | K 305, Purva Pavilion 170, Kempapura Hebbal Bangalore 560024 | Indian |
| 80 | Vinay CR | C Ramesh | 28 | 504 Glen Way NE Atlanta GA 30319 | Indian |
| 81 | Stephen Samuel | N M Samuel | 33 | Rohan Vasantha, Apt A-201, Varathur Main Road, Marathahalli, Bangalore - 560037 | Indian |
| 82 | Milind Kelkar | Sundar Kelkar | 36 | 301, SMR Vinay Vatika, Nagan Palya Road, Maruti Sewa Nagar, Bangalore 560 033 | Indian |
| 83 | Glen M. Springer | Don Eugene Springer | 39 | 905 Miami Way Boulder CO 80305 | US Citizen |
| 84 | Infernotions Corporation | | | 599B Yonge Street, Toronto ON M4Y 1Z4, Canada | Non-resident- A Company registered under the laws of Canada |
| 85 | M.S. Krishnan | M.S.Swaminathan (late) | 43 | 4869 North Ridgeside Circle, Ann Arbor MI 48105 | US Citizen |
| 86 | S. Ramakrishnan | C R Sreenivasan | 35 | 203, Block3, 'Green is the Color', 6 th Cross, 3 rd Main, BTM Layout, 2 nd Stage, Bilekahalli, Bangalore-560076. | Indian |
| 87 | Shankar Maruwada | M.V.Rao | 35 | 5A, Krystal Apartments, 80 Feet Road, Indiranagar, Bangalore-560075 | Indian |
| 88 | Vinay Mishra | Mahendra Misra | 34 | Y-1, Shivaganga Apts, Sonari, Jamshedpur, Jharkand-831 011 | NRI |
| 89 | Spark Capital | | | 18, 2 nd Floor, Khader Nawaz Khan Road, Nungambakkam, Chennai-600034 | N/A-Indian Company |
| 90 | Ganesh Krishnan | | | S-24, Golden Enclave, Airport Road, Bangalore-560 017 | Indian |

| <u>Sl. Nos.</u> | <u>Name</u> | <u>Father's name</u> | <u>Age</u> | <u>Present residential address</u> | <u>Nationality</u> |
|-----------------|----------------|----------------------|------------|---|-------------------------|
| 91 | Tawny Dove Ltd | | | 10 Frere Felix De Velois Street, Port Louis | N/A-Mauritus Company |
| 92 | Raji Raju | A.H.Subramanian | 37 | Old No: 4/9, New No: 9 Casurina Drive, Neelankarai, Chennai - 600 041. | Indian |

LEASE DEED

THIS LEASE DEED ('Lease Deed') is made at Gurgaon on this 25th day of January 2006

BETWEEN

M/s DLF Cyber City, a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at 1-E, Jhandewalan Extension, New Delhi-110055 (hereinafter referred to as "**THE LESSOR**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said M/s DLF Cyber City and all the partners for the time being constituting the Firm and their respective legal representatives, administrators, heirs, executors, successors and assigns) acting through its signatory, Mr A S Minocha vide authorization dated 18 5 2004 of the **FIRST PART**

AND

M/s. WNS Global Services (P) Ltd a company incorporated under the Companies Act, 1956 and presently having its registered office in India at Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W) Mumbai 400 079 (hereinafter referred to as "**THE LESSEE**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its signatory Mr Amit Bhatia vide Board resolution dated 7th February 2005 of the **OTHER PART**

(Both THE LESSOR and THE LESSEE are collectively referred to as "**the Parties**")

- A WHEREAS M/s DLF Universal Limited and M/s DLF Housing and Construction Limited, companies incorporated under the Companies Act, 1956, having their registered offices at 3rd floor, Shopping Mall, Arjun Marg, Phase — I, DLF City, Gurgaon, Haryana owned an undivided plot of land (as shown in plan attached) in Phase-II, DLF City, Tehsil and District Gurgaon, more fully described in **Annexure-III** (hereinafter referred to as the “**said Plot**”) reserved and approved for office use pursuant to the layout plan approved by Director, Town and Country Planning, Government of Haryana, Chandigarh under the Haryana Development and Regulation of Urban Areas Act, 1975;
- B AND WHEREAS DLF Universal Limited then was in the process of constructing multi storied buildings on the said plot and on January 7, 2004, M/s DLF Universal Limited and M/s DLF Housing & Construction Limited brought the undivided ownership of the said plot along with constructions made thereon in the common stock of the partnership firm, namely M/s DLF Cyber City on January 7, 2004 vide a Memorandum of Partnership executed on January 27, 2004;
- C AND WHEREAS the said Plot along with constructions made thereon ceased to be the property of M/s DLF Universal Limited and M/s DLF Housing and Construction Limited and became the absolute property of the partnership firm ‘DLF Cyber City’ on the date of January 7 2004;
- D AND WHEREAS THE LESSOR is constructing multi-storeyed buildings comprising of three towers namely A, B & C with basements named as “Infinity Towers” (hereinafter referred to as the “**said Building**”) prescribed use whereof is offices with basements for parking and services in accordance with the building plans as approved by the Director Town & Country Planning Department, Government of Haryana, Chandigarh;
- E AND WHEREAS THE LESSOR is seized and possessed of the said Plot and the building constructed thereon and is competent to lease office spaces in the said Building on the said Plot;
- F AND WHEREAS based on the above representations made by THE LESSOR and after due inspection and verification of the said Plot, approved building plans, ownership record of the said Plot and other documents relating to the title, competency and all other relevant details THE LESSEE is satisfied in all respects with regard to the right title and authority of THE LESSOR to enter into this Lease Deed;
- G AND WHEREAS THE LESSEE has approached THE LESSOR to take on lease and THE LESSOR has agreed to give on lease, office space in the said Building as per detailed terms stipulated in this Lease Deed and **Annexures I to X** annexed hereto;
- H AND WHEREAS both the Parties have agreed to enter into this Lease Deed on the terms and conditions stipulated in this Lease Deed and **Annexures I to X** annexed hereto.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1 THE LESSOR hereby leases out to THE LESSEE and THE LESSEE takes on lease from the Lease Commencement Date (as specified in **Annexure-II**), office space admeasuring an aggregate super built up area of 4760.69 sq mtrs (51,244 sq ft) in the said Building as more detailed in **Annexure — II** (hereinafter referred to as the “**Demised Premises**”), the area calculations for which are defined in **Annexure — IV** to this Lease Deed and obtains the right to use only the common areas in the said

Building/said Plot to be used by THE LESSEE together with other occupants in the said Building and the right to park in terms of this Lease Deed, cars in the car parking spaces earmarked in the basement(s)/surface by THE LESSOR and the right to use only, along with other occupants in the said Building, areas in the basement reserved for common services and common circulation.

2 The rent as specified in this Lease Deed shall commence from the Date of Rent Commencement as specified in **Annexure — II**.

The car parking space charges, maintenance and other charges as specified in this Lease Deed shall commence from the Date of Possession which date shall hereinafter be alternatively referred to as the **'Date of Lease Commencement'** as specified in **Annexure — II**.

The detailed calculations of rent, car parking space charges & security deposits payable by THE LESSEE during the period of lease are given in **Annexure — V** to this Lease Deed separately, which forms part and parcel of this Lease Deed.

3 During Lock-in-period as given in **Annexure — II** (the "Lock-in period"), starting from the Date of Lease Commencement. THE LESSEE shall not be entitled to terminate the Lease Deed during this period. THE LESSEE can terminate the Lease Deed without cause at any time after the expiry of the Lock-in period of lease by giving notice in writing or payment of rent and other dues in lieu of the notice to THE LESSOR as per the notice period mentioned in **Annexure—II**. In the event of THE LESSEE terminating the Lease Deed before the expiry of Lock- in period, THE LESSOR shall also be entitled to payment of rent, car parking space charges and maintenance charges, taxes, etc., if any, for the entire unexpired period of the Lock- in- period, from THE LESSEE. THE LESSOR's sole right of terminating this Lease Deed shall be as contained in **Annexure — I— Clause 39**.

4 THE LESSOR shall charge and THE LESSEE shall pay an initial rent of Rs 30/- (Rupees Thirty only) per sq. ft. per month as more detailed in **Annexure —II** on the super built- up area of the Demised Premises to be paid fully without any and all deductions whatsoever except deduction of income — tax at source, if applicable.

5 In addition to the rent payable for the Demised Premises as stipulated in this Lease Deed, THE LESSEE shall also be liable to bear and pay on its sole account the entire part of any and all levies, duties, taxes on property, charges, rates, cesses, fees, wealth-tax etc. imposed demanded by the Central or the State Government / any local body / all other authorities and all increases and/or fresh impositions thereof as applicable and attributable to the said Plot / said Building / Demised Premises on and from the Date of Possession. THE LESSEE shall also be liable to fulfill any and all procedural requirements as may be prescribed by the Central or the State Government/any local body/all other authorities in connection with the subject matter hereof.

6 In the event, any such fresh imposition and/or increase as stated above in Clause 5 hereof is levied retrospectively, the liability of THE LESSEE shall relate only to the period on and from the Date of Permission and the same shall not be deductible / adjustable from the rent and other sums due and payable by THE LESSEE to THE LESSOR in terms of this Lease Deed. All such fresh impositions and/or increases as above stated shall be paid by THE LESSEE to THE LESSOR within fifteen (15) days of written demand by THE LESSOR to THE LESSEE, giving details thereof duly supported with copies of the relevant documents, if any, from the Central or State Government/local body / any and all authorities as the case may be. In the event any all such levies, duties, taxes on property, charges, rates, cesses, fees, wealth tax, etc., referred to above and/or such fresh imposition and/or increase is payable by THE

LESSEE to the Central or State Government/ local body/any and all authorities as the case may be, THE LESSEE shall pay the same immediately upon the same becoming due. Any default made by it in such payment shall be entirely at its own risk and penalties thereby accruing will be entirely borne and paid by it.

- 7 At present various services, facilities within the said Plot / said Building/Demised Premises and civic amenities in the DLF City where the Demised Premises/said Building are located are being maintained by DLF Services Limited (“**DSL**”), the nominee of THE LESSOR Maintenance services are as set out in **Annexure — VI** to this Lease Deed, charges of which are payable to DSL or any other nominees / assigns of THE LESSOR as per bills raised by them calculated at 12 times the actual expenditure. Additional charges towards service tax(es) as applicable, shall also be payable by THE LESSEE.

However, the maintenance charge are charged for normal office operations i.e. from 8:00 AM to 8:00 PM (Monday to Friday) and from 8:00 AM to 2:00 PM on Saturdays. For working beyond normal office hours, additional charges will be based on cost plus 20% and in case there are other offices operational during that time, the cost for the same will be shared proportionately. The maintenance charges shall be subject to deduction of income-tax at source as applicable

Notwithstanding anything contained in the Lease Deed/Annexures to the Lease Deed, the maintenance charges for the initial twelve (12) months shall be capped @Rs 21 per sq ft per month on the super built-up area for 24 * 6 operations and Rs 23 per sq ft per month on the super built-up area for 24*7 operations. These estimated maintenance charges are charges as on 1st Jan 2005 and will change subject to variation in the cost of any of the components of the maintenance charges i.e. electricity rates, petroleum products, taxes, wages and salaries at any point of time.

The Service Tax as applicable shall be additional.

- 8 THE LESSEE agrees that, in consideration of THE LESSOR granting lease and THE LESSEE in consideration of taking on lease the Demised Premises and due performance of all its obligations stipulated in this Lease Deed, THE LESSEE shall pay and always maintain with THE LESSOR during the entire term of the Lease Deed, an interest free refundable deposit (“**Interest Free Refundable Security Deposit**”) for an amount as mentioned in **Annexure—II**.
- 9 The entire sum as mentioned in **Annexure — II** being the the Interest Free Refundable Security Deposit shall be paid by THE LESSEE on signing of the Lease Deed.
- 10 Upon increase in rent as mentioned in **Annexure — II**, the aforesaid Interest Free Refundable Security Deposit shall automatically stand increased proportionately as mentioned in **Annexure — II**. The increased amount of Interest Free Refundable Security Deposit shall be paid by THE LESSEE along with the rent due for the month succeeding the month in which the term of the Lease Deed is renewed.
- 11 The entire amount paid by THE LESSEE as Interest Free Refundable Security Deposit during the lease period shall be kept by THE LESSOR which shall be refunded by THE LESSOR to THE LESSEE without any interest upon THE LESSEE surrendering peaceful, vacant and physical possession of the Demised Premises in bare shell condition on expiry or earlier termination of this Lease Deed, if any and subject to adjustment of arrears of rent and any other sum, if any, due and payable under this Lease Deed as renewed from time to time.

- 12 On Lease Commencement Date THE LESSEE agrees to pay to THE LESSOR an amount as mentioned in **Annexure — II** as Interest Free Refundable Maintenance Security Deposit which shall be refunded to THE LESSEE upon surrendering peaceful, vacant and physical possession of the Demised Premises in bare shell condition and after adjustment of any amount due from THE LESSEE on account of maintenance and other charges under this Lease Deed and of any amount due from THE LESSEE to THE LESSOR and any adjustments, deductions or reimbursement for any damages suffered by THE LESSOR on account of any default or breach of any obligation by THE LESSEE under this Lease Deed.
- 13 THE LESSEE agrees, in consideration of THE LESSOR granting right to use car parking spaces as mentioned in **Annexure — II** earmarked in the basement(s)/surface (plan attached as **Annexure — VII** to this Lease Deed) to perform all its obligations under this Lease Deed pertaining to use of car parking spaces.
- 14 THE LESSEE shall not have the right to terminate this Lease Deed hereby granted and vacate the Demised Premises until the expiry of the Lock-in period as mentioned in **Annexure — II** starting from the Date of Lease Commencement. Thereafter, THE LESSEE shall have an option to renew the Lease Deed for such terms as mentioned in **Annexure — II** by giving six (6) months' advance notice in writing prior to the expiry of the first term of the Lease Deed and upon exercise of renewal option, THE LESSOR shall execute and cause the renewed Lease Deed to be registered, at the cost of THE LESSEE, and the renewed Lease Deed shall be on the same lines hereof except only that the rent (and correspondingly, the security deposits and car parking charges, if any) shall be enhanced as mentioned in **Annexure — II**. THE LESSEE agrees that in case THE LESSEE terminates the Lease Deed prior to the expiry of Lock- in -period as mentioned in **Annexure — II** to this Lease Deed, then THE LESSEE shall be liable and hereby authorises THE LESSOR to deduct from the deposits lying with THE LESSOR, the entire rent and other sums due and payable under this Lease Deed for the unexpired period of the Lock- in- period and other sums due and payable under this Lease Deed on that date. Further, THE LESSEE undertakes to pay the balance, if any, remaining after such adjustment on or before the expiry of notice of termination.
- 15 After the said Lock-in period, THE LESSEE may terminate the lease by giving six (6) months' prior notice in writing to THE LESSOR or by payment of proportionate equivalent rent and all other charges / sums stipulated under this Lease Deed in lieu of the notice. Upon the expiry of six (6) months from the date of notice, as aforesaid, the lease shall stand terminated subject to THE LESSEE paying THE LESSOR till the date of vacation of the Demised Premises, the entire rent, car parking charges, maintenance charges, taxes etc as set out in this Lease Deed and handing over vacant, peaceful physical possession of the Demised Premises.

That upon the expiry of initial lease period as mentioned in **Annexure — II** or upon expiry or earlier termination during the renewed period as stipulated above, this Lease Deed will expire and come to an end subject to THE LESSEE paying to THE LESSOR till the date of vacation of the Demised Premises, the entire rent, car parking space charges, maintenance charges, other charges, taxes etc as set out in this Lease Deed and handing over vacant, peaceful physical possession of the Demised Premises. If THE LESSEE fails to pay as aforesaid or hand over peaceful and vacant physical possession of the Demised premises on the date of expiry of the last day of lease, THE LESSEE agrees to pay to THE LESSOR damages calculated @ Rs 1,53,732/- (Rupees One Lac Fifty Three Thousand Seven Hundred and Thirty Two only) per day for occupation of the Demised Premises by THE LESSEE and in such an event. THE LESSEE hereby authorises THE LESSOR to withhold without any interest the refund of all the refundable security deposits lying with THE LESSOR. THE LESSEE further agrees and authorises THE LESSOR in the event of such

occupation of the Demised Premises exceeding a period of three (3) months beyond the expiry or last day of earlier termination of the lease, to forfeit all the refundable security deposits lying with THE LESSOR and in addition to continue to be liable and pay damages calculated @ Rs 1,53,732/- (Rupees One Lac Fifty Three Thousand Seven Hundred and Thirty Two only) per day for the number of days of such occupation beyond the expiry or earlier termination of the Lease Deed.

16 Simultaneous to THE LESSEE paying all its dues under this Lease Deed and delivering peaceful, vacant and physical possession of the Demised Premises on or before the last day of the validity of the Lease Deed. THE LESSOR shall refund all refundable security deposits without any interest under this Lease Deed deposited by THE LESSEE after adjustment of outstanding dues, if any.

In case of delay by THE LESSOR in refunding the refundable security deposits, THE LESSOR shall pay interest to THE LESSEE at the rate of 15% p.a. for the period of delay.

17 All costs, charges, expenses including penalties payable on or in respect of execution and registration of this Lease Deed and on all other instruments and deeds to be executed pursuant to this Lease Deed, shall be borne and paid solely by THE LESSEE who shall be responsible for compliance of the provisions of Indian Stamp Act, 1899.

18 The Lease Deed alongwith the Annexures annexed hereto constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and deeds between the Parties, if any concerning the matters covered herein whether written, oral or implied. This Lease Deed shall not be changed or modified except written amendment duly agreed by the Parties.

19 The original Lease Deed duly executed and registered in terms of this Lease Deed shall be retained by THE LESSOR and copy of the same certified to be a true copy will be provided to THE LESSEE by THE LESSOR. The original Lease Deed shall be produced by THE LESSOR as and when required by THE LESSEE.

20 Failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision hereof.

21 THE LESSOR shall not be held responsible for any consequences or liabilities under this Lease Deed if it is prevented in performing its obligations under the terms of this Lease Deed by reason of laws or regulations, action by any local body or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control.

22 The Civil Courts at Gurgaon and Punjab and Haryana High Court at Chandigarh, alone shall have jurisdiction in all matters arising out of and touching and/or concerning this transaction.

23 That this Lease Deed and the rights and obligations of the Parties under or arising out of this Lease Deed shall be construed and enforced in accordance with the laws of India.

The terms and conditions agreed between THE LESSOR and THE LESSEE containing interalia a) covenants and conditions to be observed and performed by THE LESSEE, and b) covenants and conditions to be observed and performed by THE LESSOR are as per Annexures I and X of this Lease Deed. These Annexures I to X shall form an integral part of this Lease Deed and shall be binding on THE LESSOR and THE LESSEE.

IN WITNESS WHEREOF THE LESSOR M/s DLF Cyber City through its Authorised Signatory Shri A S Minocha authorised to execute lease deeds etc. This Deed will be presented for registration before the Registering Authority and got registered by Shri Jasmer Singh S/o Shri Balwant Singh R/o C-68, Indira Enclave, Neb Sarai, New Delhi 110068, who has been authorised vide resolution dated 15-10-2001 of the company to appear before the registering authority and present for registration, acknowledge and get registered any deed or documents executed by Shri A S Minocha on behalf of THE LESSOR.

IN WITNESS WHEREOF the Parties hereto have set their hands and seal to these presents on the day, month and year first and above mentioned.

SIGNED AND DELIVERED on behalf of the above named DLF Cyber City acting through Mr A S Minocha, Authorised Signatory

in the present of:

Witnesses:

**For and on behalf of
DLF Cyber City**

1

/s/ A. S. Minocha
(A. S. Minocha)
AUTHORISED SIGNATORY

2

SIGNED AND DELIVERED on behalf of the above named M/s WNS Global Services (P) Ltd by its Authorised Signatory, Mr Amit Bhatia:

In presence of

WITNESSES

1

**For and on behalf of
WNS Global Services (P) Ltd.**

/s/ Amit Bhatia
(Amit Bhatia)
AUTHORISED SIGNATORY

2

ANNEXURES

| | | |
|------|---|--|
| I | — | Detailed Terms and Conditions between THE LESSOR and THE LESSEE |
| II | — | Commercial Terms and Conditions |
| III | — | Description of the Plot |
| IV | — | Super area calculations |
| V | — | Statement of rent, Interest Free Refundable Security Deposit, Interest Free Refundable Maintenance Security Deposit, payable by THE LESSEE to THE LESSOR during the lease period |
| VI | — | Maintenance charges |
| VII | — | Car parking spaces earmarked for use by THE LESSEE |
| VIII | — | Specifications |
| IX | — | Conditions of the Demised Premises at the time of handover for occupation |
| X | — | THE LESSEE's responsibility during interior fitouts work, additions/modifications/alterations of interior works and during the Lease Tenure/Lease Renewal |

Terms and conditions forming an integral part of the Lease Deed dated 25th January 2006 between DLF Cyber City and WNS Global Services (P) Ltd, while not derogating from the mutual promises set out therein:

COVENANTS AND CONDITIONS TO BE OBSERVED AND PERFORMED BY THE LESSEE:

- 1 To pay to THE LESSOR or its nominees/permitted assigns by cheque / bank draft/transfer payable at New Delhi the rent and all other sums payable under this Lease Deed on the 1st day of each calendar month (due date) but not later than the 7th day, in advance for the month in respect of which such sums are payable.
- 2 To be liable to pay interest @15% per annum on all amounts due and payable by THE LESSEE under this Lease Deed for the period of delay beyond the due date. This is in addition to the rights of THE LESSOR under **Clause 39** of this **Annexure-I** given hereunder.
- 3 To pay all amounts agreed to be paid in Clauses 4, 5 and 6 of the Lease Deed, provided, however, that the liability of THE LESSEE for such payments shall be calculated proportionately to the super built-up area of the Demised Premises and provided further that such liability shall commence from the date such revision / imposition/increase is effective from the Date of Possession or any subsequent date.
- 4 To pay THE LESSOR or its nominees or assigns including DSL, the actual charges incurred by THE LESSOR for consumption of electricity and power in the Demised Premises and to pay by the due date the bills for consumption of power and electricity. In case of meters provided separately, THE LESSEE shall pay by due date the meter hire and also the bills for consumption of power and electricity in the Demised Premises as recorded in the meters or as demanded by THE LESSOR or its nominees or assigns including DSL. In case of there being common meter(s) for recording the consumption by THE LESSEE jointly with the other tenants or occupants of the said Building, THE LESSEE shall pay the proportionate cost of power and electricity charges calculated on the super built-up area of the Demised Premises. THE LESSOR shall, as and when required provide THE LESSEE with the facility and use of their stand-by generators as and by way of back up for their internal power and electricity requirements at 1.2 times of expenditure incurred by THE LESSOR. Provided, however, that THE LESSEE shall plan and distribute its electrical loads in conformity with the electrical systems installed by THE LESSOR and get these works executed after due approval in writing from THE LESSOR. Provided further that, should modifications, additions, alterations be required in the fire-fighting, electrical and other systems already installed, THE LESSOR shall, if feasible make such changes and be entitled to recover from THE LESSEE, all additional cost incurred on this account at 1.2 times of actuals.
- 5 To carry out day-to-day maintenance of the Demised Premises and the fixtures and fittings installed therein and the normal maintenance, minor repairs, including painting and distemping and polishing the interior or the Demised Premises at its own cost.
- 6 To pay every months in advance, along with the aforesaid rent proportionate charges for the operation / maintenance / service charge (more specifically detailed in **Annexure — VI**) in respect of the central air-conditioning / heating plant, the cost of running, maintenance and servicing of the service / utility lifts, generators, the cost of cleaning the said Plot and said Building, maintenance of lawn/grounds, cost of security services, electricity charges water charges and such other necessary/ancillary expenses of and incidental to the preservation and maintenance of the said Building and the said Plot in which the Demised Premises is located and for the adequate

provision of common services and facilities at 1.2 times of actual expenditure pro rata to the super built-up area of the Demised Premises.

- 7 To permit THE LESSOR and its agents at all reasonable hours, but after prior notice in writing to that effect, to enter into the Demised Premises for the purpose of inspection or for any other purposes connected with the Lease Deed.
- 8 To hand over the Demised Premises together with THE LESSOR's fixtures and fittings therein, in good order and condition (reasonable wear and tear excepted) on the expiry/earlier termination of the Lease.
- 9 Not to do or permit to be done any act or thing which may render void or voidable any insurance relating to or in respect of a part or the whole of the said Plot, the said Building or the Demised Premises, or cause any increase in premium payable in respect thereof.
- 10 To use the Demised Premises for office purposes only and not to carry on or permit to be carried on in the Demised Premises or in any part thereof any activities which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to other tenants/occupants of the said Building wherein the Demised Premises are situated or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure of the said Building or any part thereof or in any manner interfere for common use. The usage of the Demised Premises for office use shall be unrestricted and uninterrupted and shall be made available at all times of day and night to THE LESSEE, its employees, servants, representatives, customers, visitors and invitees.
- 11 Subject to all local laws applicable, THE LESSOR shall, through its architect identify the location(s) and provide space for internal signage at the atrium/floor occupied by THE LESSEE, as approved by the architect and THE LESSEE will be allowed to put signage on such location.

Further, LESSOR shall through its architect identify the location for the LESSEE to put up its signage at LESSEE's cost on the external facade of the building as and when requested by LESSEE at an annual charge as mentioned in **Annexure II**, payable in advance, subject to availability at the time of exercising this option.

All taxes, duties, rates, cesses, costs and charges relating to the internal / external signage payable to the authorities concerned shall be borne and paid by THE LESSEE.

- 12 The Demised Premises shall be used by THE LESSEE only and THE LESSEE undertakes that it shall not assign, transfer, mortgage, sublet or underlet or grant leave & license or transfer or part with or share possession in any manner whatsoever, of any portion of the Demised Premises.

However, THE LESSEE shall have the option to sub-let any portion of the Demised Premises to any of its subsidiaries / group companies, without any approval from THE LESSOR but with prior written intimation. Further, THE LESSEE shall have the option to sub-let any portion of the Demised Premises to any third party after obtaining the prior written approval of THE LESSOR which approval will not be unreasonably withheld and will be given in 5 business days from the date of receipt of the request. A copy of sub-lease shall be given to THE LESSOR for records purpose by THE LESSEE.

In the event, THE LESSEE merges/amalgamates/consolidates or transfer its assets with/to any entity on account of any merger/amalgamation/consolidation then a fresh

Lease Deed shall be executed between THE LESSOR and the new entity and all costs, charges, expenses including penalties, payable on or in respect of execution and registration of the fresh Lease Deed and on all other instruments and deeds to be executed pursuant to the fresh Lease Deed, shall be borne and paid solely by new entity/transferee who shall be responsible for compliance of the provisions of Indian Stamp Act, 1899.

However, at all times, including when the Demised Premises are sublet by THE LESSEE in accordance with the abovestated, THE LESSEE alone shall be responsible for enforcement/compliance of the terms and conditions of this Lease Deed.

- 13 THE LESSEE shall not make any structural additions or alterations in the Demised Premises without prior consent of THE LESSOR in writing.
- 14 Upon its taking possession of the Demised Premises from THE LESSOR, THE LESSEE is satisfied that the construction work as also various installations like electrification work, sanitary fittings, water, sewerage connections, fire fighting equipment and detection systems etc are in good working condition and all shortcomings/complaints and defects, if any, have been got removed and rectified before its taking possession from THE LESSOR and that it shall not require THE LESSOR to perform any work whatsoever in the Demised Premises (except structural repairs if any) and there shall be no obligation whatsoever on the part of THE LESSOR to repair, renovate, improvise or to do anything concerning the Demised Premises, the said Building and the said Plot in any manner whatsoever.
- 15 THE LESSOR has provided the fire fighting and fire detection system in accordance with the Amendment no 3 to the National Building Code of 1983 (SP7): 1983 Part IV on each floor, common areas and basements of the building.

When the Demised Premises are handed over to THE LESSEE for interior fit-out work or when THE LESSEE carries any additional interior works/modifications/alterations during the Lease period, THE LESSEE agrees that it shall carry out such work, without altering/tampering with the fire fighting systems as installed therein. However, any modifications/additions/alterations to the existing fire fighting system shall be made by THE LESSEE with the prior written approval of THE LESSOR and by providing alternative and standby fire fighting system.

Any lapse/violation/negligence on the part of THE LESSEE or its contractors/agents during any such interior works or additions/modifications/alterations resulting in any kind of hazard or fire in the Demised Premises/Building, loss of life/property including third party, damage to the Demised Premises/building structure etc and all financial and legal consequences arising therefrom shall be the sole responsibility of THE LESSEE and shall not impose any legal and financial liability on THE LESSOR.

THE LESSEE'S responsibility during interior fitouts work, additions/modifications/alterations of interior works and during the Lease Tenure/Lease Renewal is more specifically detailed in **Annexure X** hereto.

COVENANTS AND CONDITIONS TO BE OBSERVED AND PERFORMED BY THE LESSOR:

- 16 During the term of the Lease Deed, THE LESSOR shall at its own cost, design and install a continuous and proper air conditioning/heating system and shall maintain the same in good order and condition and shall operate and run the same to ensure air

conditioning/heating facilities to the Demised Premises throughout the year and shall be entitled to recover from THE LESSEE, charges on the basis stipulated in this Lease Deed. Provided, however, that should THE LESSEE require any changes, additions, alterations, in the system, due to its interior layouts, THE LESSOR shall, if possible, make such changes and be entitled to recover from THE LESSEE, all additional costs incurred on this account at 1.2 times of actuals.

- 17 Except in the event of a mechanical defect and/or electrical failure, THE LESSOR shall provide air-conditioning / heating facilities to the Demised Premises during the normal office hours i.e. from 8 a.m. to 8 p.m. on all week days except Saturdays, Sundays and Public Holidays. On Saturdays, the air-conditioning will be provided from 8 a.m. to 2 p.m. only. Provided, however, that on receiving twenty four (24) hours, notice, in writing, should THE LESSEE so require, THE LESSOR, if possible and permissible, may at the exclusive cost of THE LESSEE, provide air-conditioning facilities, on the second half of Saturday and also Sundays and/or Public Holidays, calculated at 1.2 times the actual cost incurred on this account, to the Demised Premises beyond the timings fixed, as aforesaid for the provision of such facilities.

However, for the initial 12 months, THE LESSOR shall provide air-conditioning / heating facilities to the Demised Premises for 24X6 operations on all days except Sundays and Public Holidays.

- 18 Except to the extent of a mechanical defect and / or electrical failure, THE LESSOR shall maintain the lifts in the said Building serving the Demised Premises and operate and run the same during the normal office hours as specified above, on all week days except on Saturdays, Sundays and Public Holidays. On Saturdays, the lifts shall operate for first half of the day only. These timings shall, however, be subject to such restrictions as may be imposed by any competent authority in this behalf. One of the lifts in the said Building shall, however, operate even after normal office hours as well as on second half of Saturdays and also on Sundays and/or Public Holidays.

Provided, however, THE LESSEE may by giving twenty four (24) hours' notice in writing, should THE LESSEE so require, THE LESSOR may provide lift facilities to THE LESSEE calculated at 1.2 times the actual cost incurred on this account, beyond the timings fixed as aforesaid for the provision of such lift facility to the Demised Premises, on the second half of Saturdays and also on Sundays and Public Holidays.

However, for the initial 12 months, THE LESSOR shall maintain the lifts in the said Building serving the Demised Premises and operate and run the same for 24X6 operations on all days except Sundays and Public Holidays.

- 19 To carry out at its own cost, all major and structural repairs to the Demised Premises and also to the said Building.

- 20 To supply and maintain regular supply of electricity and water to the Demised Premises.

- 21 To keep the Demised Premises in wind and water tight condition.

- 22 To permit to carry out at the cost of THE LESSEE, but without in any way damaging the main structure of the Demised Premises or the said Building, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the business of THE LESSEE provided THE LESSEE shall give prior written intimation of thirty (30) days to THE LESSOR in writing before commencing such alteration(s) or addition(s), provided, further that if any such additions or alterations, require the prior approval or permission of any Municipality or any other local body or authority, local or otherwise, or are governed

by any rules or regulations. THE LESSEE shall not carry out such additions or alterations or erections without obtaining the prior permission or approval aforesaid and complying with such rules and regulations of such Municipal or local body or Government Authority, Provided further, that THE LESSEE shall upon vacating the Demised Premises remove such fittings and restore the Demised Premises to THE LESSOR in its original condition excepting reasonable wear and tear.

- 23 To allow during the term of the Lease Deed, peaceful and uninterrupted enjoyment of the Demised Premises, subject to THE LESSEE performing all its obligations under this Lease Deed.

COVENANTS AND CONDITIONS TO BE OBSERVED AND PERFORMED BY THE PARTIES:

- 24 The super built — up area calculations are as provided in **Annexure — IV** hereto. All payments by THE LESSEE towards rent, interest free security deposit, interest free maintenance security deposit, maintenance and other charges etc. shall be determined and payable by THE LESSEE in terms of the final super built-up area to be determined on the Date of Possession by THE LESSOR.
- 25 In the event any local body / authority takes over the maintenance of such services and facilities / amenities and the payment for such services and facilities / amenities of DLF City (more particularly set out in **Annexure — VI**) to the local body / authority is to be made by THE LESSOR, then THE LESSEE agrees to reimburse all such costs and charges as may be levied in respect of the Demised Premises to THE LESSOR as may be demanded by THE LESSOR.
- 26 THE LESSOR has provided electrical wiring only up to the main distribution board on each floor in the said Building and shall not provide any electric wiring, fixtures, fans, electric and water meters etc., inside the office spaces which shall be installed by THE LESSEE at its own cost. Similarly, air conditioning is provided by THE LESSOR up to air handling unit on each floor of the said Building. The internal distribution system of air conditioning in the Demised Premises shall be the sole responsibility of THE LESSEE.
- 27 THE LESSEE agrees to pay deposit for bulk supply of electricity as mentioned in **Annexure — II**, if provided, as and when demanded by DSL / THE LESSOR or its nominees / assigns. THE LESSEE agrees to reimburse to THE LESSOR / DSL or any other nominees or assigns, costs, charges, deposits, etc. as may be demanded by Dakshin Haryana Bijli Vitran Nigam Limited from time to time and paid by THE LESSOR / DSL or its nominee / assign for arranging bulk electricity supply to the said Plot / said Building / Demised Premises and such reimbursement is to be payable to THE LESSOR on the basis of proportionate electricity load provided to the Demised Premises and proportionate load attributable to THE LESSEE in respect of common areas of the said Plot / said Building. Out of the above sums, any deposit to be refunded by Dakshin Haryana Bijli Vitran Nigam Limited shall, be refunded by THE LESSOR to THE LESSEE upon the expiry and / or earlier termination of this Lease Deed and on handing over the peaceful physical and vacant possession of the Demised Premises by THE LESSEE.
- 28 The fire fighting and fire detection system which is provided by THE LESSOR in accordance with Amendment no. 3 to the National Building Code of 1983 (SP7): 1983 Part IV is limited to installation of sprinklers and fire detection system in the basement(s) and common areas of the said Building such as lobbies, staircases corridors, etc. and service shaft for fire fighting and sprinkler services on each floor. If, however, due to any subsequent legislation, Government orders, directives or

guidelines or due to any change in the National Building Code, additional fire safety measures are undertaken, then THE LESSEE agrees to pay on demand additional expenditure incurred thereon for installing additional fire safety measures as determined by THE LESSOR which shall be final and binding on THE LESSEE. THE LESSEE agrees that it shall at its own cost and responsibility install fire fighting equipment and systems within the Demised Premises which shall be in compliance with the fire fighting regulations and safety systems as prevalent and approved by the Competent Authorities. However, it is made clear that any lapse on the part of THE LESSEE in installing safe and adequate fire fighting systems within the Demised Premises or any fire, electrical or otherwise, or any kind of hazard originating from the Demised Premises shall not impose any legal and financial liability on THE LESSOR and THE LESSEE agrees to keep THE LESSOR indemnified and harmless in this regard. Similarly THE LESSEE shall ensure that the internal air-conditioning electrical systems and any other work done internally within the Demised Premises shall not pose any fire, electrical, structural, pollution and health hazards. THE LESSEE shall be solely responsible for all legal and financial consequences arising therefrom and THE LESSEE agrees to keep THE LESSOR indemnified and harmless in this regard in all respects.

- 29 If THE LESSEE requires any extra fire fighting systems to be installed in the Demised Premises, including but not limited to extending fire fighting system in the Demised Premises, then the same shall be installed by THE LESSOR at 1.2 times of the actual costs, to be payable by THE LESSEE to THE LESSOR.
- 30 In the event THE LESSOR suggests additional fire safety measures, though not statutorily required, for installation by THE LESSEE within the Demised Premises and THE LESSEE fails to implement THE LESSOR's suggestion either fully or in part then THE LESSEE alone shall be liable and responsible for all consequences arising from such inaction/decision on its part.
- 31 It is abundantly made clear to THE LESSEE that the cost incurred by THE LESSEE, during the lease period, to install fire fighting and fire detection systems within the Demised Premises, shall be to its account solely and shall not be borne or refunded by THE LESSOR or deducted from the rent payable to THE LESSOR under any circumstances whatsoever.
- 32 The specifications and information as to the materials used in construction of the Demised Premises are set out in **Annexure — VIII** and any change in the specifications as set out in **Annexure — VIII**, if desired by THE LESSEE, shall be implemented by THE LESSOR at 1.2 times the actual cost which shall be paid by THE LESSEE to THE LESSOR.
- 33 THE LESSOR has provided to THE LESSEE car parking spaces in the basement/surface as earmarked in **Annexure — VII** subject to payment of rent and maintenance charges as per details mentioned in **Annexure — II** In the event additional car parking spaces are required by THE LESSEE, THE LESSEE shall pay to THE LESSOR additional car parking space charges as may be mutually agreed between the Parties hereto for every additional car parking space provided by THE LESSOR, if available, on the same terms and conditions applicable to rent including rate of escalation, interest free refundable security deposit, maintenance charges stipulated in this Lease Deed.

In the event of THE LESSOR providing electro mechanical system for car parking spaces, the car parking spaces as earmarked in **Annexure — VII** may be re-allocated, provided, however, the number of car parking spaces shall remain the same in terms of this Lease Deed.

34 The use of car parking spaces in the basement(s) in the said Building shall be allowed to THE LESSEE only from 8 a.m. to 8 p.m. from Monday to Friday and from 8 a.m. to 2 p.m. on Saturday except Sundays and Public Holidays. The above timings shall, however, be subject to such restrictions as may be imposed by any statutory authority or for security reason. THE LESSEE shall use the parking spaces only for the purposes of parking its car and for no other use. THE LESSEE undertakes that it shall not make any constructions on the car parking spaces or create obstruction of any kind on it or around these spaces to hinder the movement of vehicles and persons. Further, without prior permission in writing of THE LESSOR overnight parking of vehicles shall not be permitted for security reasons. Any usage of car parking spaces from 8 p.m. to 8 a.m. on weekdays and after 2 p.m. on Saturdays and any usage thereof on Sundays and Public Holidays would entail additional charges as determined by THE LESSOR.

However, for the initial 12 months, the use of car parking spaces in the basement(s) in the said Building shall be allowed to THE LESSEE for 24X6 operations on all days except Sundays and Public Holidays.

35 During the term of the Lease Deed, THE LESSOR shall obtain fire and special peril insurance coverage of the entire said Building including third-party liability and shall make timely payment of all insurance premiums. For record purposes, THE LESSOR shall give THE LESSEE, copies of the insurance policy and the receipt of the premiums paid.

36 During the term of the Lease Deed, THE LESSEE shall obtain comprehensive insurance coverage, including third-party coverage, of all interior works, renovations, furniture, equipment and/or other kept or stored in the Demised Premises. THE LESSOR shall in no way be responsible for any loss occasioned by THE LESSEE on account of not obtaining comprehensive insurance coverage of all renovations, furniture, equipment and/or other items kept or stored in the Demised Premises. For record purposes, THE LESSEE shall give THE LESSOR, copies of the insurance policy and the receipt of the premiums paid.

37 However, it is made clear that in the event of an accident or fire or damages for any other reason resulting in any loss, financial or otherwise to either party or to third parties, both Parties agree to take up the matter with their respective insurance companies through the insurance cover including third party liability.

38 That if at any time during the occupation by THE LESSEE of the Demised Premises, the lifts or the air conditioning system fails to function or fails to maintain the required temperature levels. THE LESSEE will be entitled to call upon and require THE LESSOR to remedy and rectify the system within a reasonable time. Provided, however, that THE LESSOR will ensure that there will not be total absence of lifts and air-conditioning for more than one day at a time.

39 That if any amount payable by THE LESSEE to THE LESSOR by way of rent or otherwise under this Lease Deed shall be in arrears and unpaid for a period of thirty (30) days after the same has become due, or if THE LESSEE shall omit to perform, observe any covenant or condition to be observed and performed on the part of THE LESSEE and shall continue to do so or fails to remedy the breach within thirty (30) days after written notice is received in respect thereof by THE LESSEE, or THE LESSEE is adjudicated as insolvent THE LESSOR may forthwith re-enter upon the Demised Premises or upon any part thereof and this Lease Deed shall thereupon stand determined but without prejudice to any claim which THE LESSOR may have against THE LESSEE in respect of any breach, non-performance or non-observance of the covenants or conditions herein contained. It is further agreed by THE LESSEE that THE LESSOR shall be entitled to adjust all sums due to THE LESSOR including rent, car parking space charges and maintenance charges for the unexpired period of

lease, taxes, interests, damages etc, against all deposits made by THE LESSEE with THE LESSOR under this Lease Deed. In the event the aggregate of arrears of rent, any other sum due and payable and the above mentioned costs exceed the amount deposited as security deposit with THE LESSOR and maintenance security deposit, then THE LESSEE shall pay to THE LESSOR such amounts due to THE LESSOR, over and above such sums deposited by THE LESSEE with THE LESSOR.

- 40 That if the Demised Premises or any part thereof be destroyed or damaged by fire (not caused by any willful act or negligence of THE LESSEE), earthquake, tempest, flood, lightning, violence of any army or mob or enemies of the country or by any other irresistible force so as to render the Demised Premises unfit for the purpose for which the same was let, THE LESSEE may, temporarily vacate the whole or such portion of the Demised Premises as may be required to enable THE LESSOR to carry out repairs in order to restore the Demised Premises as it was then existing at the time of THE LESSEE entering into the Demised Premises (reasonable wear and tear excepted) and in such event, the payment of rent, other charges and maintenance/service charges till the affected area of the Demised Premises or portion thereof are repaired and restored to the state as specified above shall be subject to zero rent and zero maintenance charges to the extent of area affected and vacated at THE LESSOR's instance.
- 41 THE LESSEE undertakes that during the term of this Lease Deed or any extension thereof, it shall maintain its corporate existence and shall not dissolve or liquidate or enter into an agreement with any party, including but not restricted to a compromise with its creditor(s) such that its corporate existence is or may be questioned, in which event, this Lease Deed shall automatically terminate.
- 42 THE LESSEE agrees and consents that it would have no objection to THE LESSOR raising finance by way of mortgage/charge of the Demised Premises subject to, however, that the creation of such mortgage / charge of the Demised Premises shall not affect the rights of THE LESSEE to use the Demised Premises during the lease period.
- 43 THE LESSEE agrees and consents that it would have no objection for transfer either by way of sale, mortgage or in any other manner howsoever, of the Demised Premises and/or the said Building, provided, the rights of THE LESSEE in the Demised Premises remain unaffected vis-a-vis the transferee.
- 44 THE LESSEE agrees and commits that THE LESSOR shall have sole and absolute right to make additions, raise storeys or put up additional structures as may be permitted by competent authorities and such additional structures and stories shall be the sole property of THE LESSOR, which it will be entitled to dispose of in any way it chooses without any interference on the part of THE LESSEE by itself or with one or more of the rest of occupants of the said Building. Further all the terraces of the said Building including the parapet walls of the terraces shall always be the property of THE LESSOR and THE LESSOR shall be entitled to use the same for any purpose as it may deem fit.
- 45 That if during the term of the Lease Deed, the Demised Premises or any part thereof be lawfully acquired or requisitioned by the Government or any local body or authority, local or otherwise, THE LESSOR alone shall be entitled to any and all compensation payable and THE LESSEE shall not raise any claim in respect thereof.

- 46 That if any provision of this Lease Deed shall be determined to be void or unenforceable under applicable law such provisions shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Lease Deed shall remain valid and enforceable.
- 47 That THE LESSEE and THE LESSOR shall abide by the laws of the land and any and all local enactments in respect of this Lease Deed of the Demised Premises. The LESSOR may, with the prior notice in writing to THE LESSEE, inspect the Demised Premises from time to time at frequencies considered necessary by THE LESSOR and should there be any contravention, THE LESSEE will ensure compliance with the requirements as per applicable laws. Any penalties levied by the Government, State, Municipal Body etc. as a result of non-compliance by either Party will be borne by the defaulting party in respect of the Demised Premises.
- 48 That any notice, letter or communication to be made, served or communicated unto THE LESSOR under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to THE LESSOR at the address shown above or such other addresses as may be intimated in writing by THE LESSOR in this behalf and sent by registered post/fax or delivered personally with acknowledgement. Similarly any notice letter or communication to THE LESSEE shall be deemed to be made, served or communicated only if the same in writing is addressed to the above mentioned address of THE LESSEE or to the address of the Demised Premises after THE LESSEE has shifted to the same, by registered post/fax or delivered personally with acknowledgement.

This Annexure forms an integral part of the Lease Deed.

**For and on behalf of
DLF Cyber City**

/s/ A. S. Minocha

(A. S. Minocha)

AUTHORISED SIGNATORY

**For and on behalf of
WNS Global Services (P) Ltd**

/s/ Amit Bhatia

(Amit Bhatia)

AUTHORISED SIGNATORY

Commercial Terms and Conditions forming integral part of Lease Deed dated 25th January 2006 between DLF Cyber City and WNS Global Services (P) Ltd

| S.N | Item | Description | Cross Reference (For convenience only) Reference Clause of |
|-----|--|---|--|
| a) | Building | DLF Infinity Towers | |
| b) | Floor(s) and tower | 6 th Floor, Tower C, DLF Infinity Towers, Sector 25, Phase — II, DLF City, Gurgaon — 122 002 | 1 of Lease Deed |
| c) | Aggregate super built tip area under this Lease Deed | 4760.69 Sq Mtr | 1 of Lease Deed |
| | | 51,244 Sq ft | 1 of Lease Deed |
| | | (Fifty One Thousand Two Hundred and Forty Four Square ft) | 1 of Lease Deed |
| d) | Number of car parks | 51 (Fifty One) car park spaces (earmarked in the basements/surface) will be provided free of parking space charges but on payment of maintenance charges. Any additional car parking spaces will be provided subject to availability and on payment of Rs 2500/- per car park per month along with payment of maintenance charges | 13 of Lease Deed & 33 of Annexure-I |
| e) | Date of Possession for Interior Works | For Interior Works: 1 st January 2006 | 2 of Lease Deed |
| f) | Date of Lease Commencement | 1 st April 2006 | 2 of Lease Deed |
| g) | Date of Rent Commencement | 1 st April 2006 | 2 of Lease Deed |
| h) | Initial lease period from the Date of Lease Commencement | Fifty Four (54) Months | 15 of Lease Deed |
| i) | Option to renew Lease Deed for further period(s) | One term of Fifty Four (54) months | 14 of Lease Deed |
| j) | Rent Payable on super built-up area for initial lease period | Rs 30 (Rupees Thirty) Per Sq. Ft Per Month in bare shell condition | 4 of Lease Deed |
| k) | Increase in rent for subsequent period(s) of Lease | The increase in rent shall be subject to fair market valuation after the first Fifty Four (54) | 10 & 14 of Lease Deed |

| S.N | Item | Description | Cross Reference For convenience only) Reference Clause of |
|-----|---|--|---|
| | | months and the parties may mutually agree upon the increase in rent, subject to a maximum of 15% percent over the last rent paid | |
| l) | Car parking space charges | NIL for 51 car parking spaces. Any additional car parking spaces will be provided subject to availability and on payment of Rs 2500/- per car park per month along with payment of maintenance charges | 33 of Annex -I |
| m) | Bulk Electricity Supply Deposit (For 300 KVA of power load @ Rs 3000 per KVA of power Load) | Rs 9,00,000 (Rupees Nine Lacs only) | 27 of Annex -I |
| n) | Interest Free Refundable Security Deposit always equivalent to rent of Three (03) months at any given point of lease. | RS 46,11,960 (Rupees Forty Six Lacs Eleven Thousand Nine Hundred and Sixty Only) payable on the signing of the lease deed. For the initial period of lease. For subsequent period(s) of lease, the amount shall stand increased by such percent as mentioned in Clause (k) above | 8, 9, 10 & 14 of Lease Deed |
| o) | Interest Free Refundable Maintenance Security Deposit @ Rs 63 Per Sq Ft (Payable on the Lease Commencement Date) | Rs 32,28,372/- (Rupees Thirty Two Lacs Twenty Eight Thousand Three Hundred and Seventy Two Only) | 12 of Lease Deed |
| p) | Lock-in period from the Date of Lease Commencement | Thirty Six (36) (Months) | 3 & 14 of Lease Deed |
| q) | Notice period for termination Lease Deed. | Six (6) (Months) | 3 of Lease Deed |
| r) | Charges for External Signage | Rs 5,00,000/- (Rupees Five Lacs Only) per annum to be paid in advance | 11 of Annexure I |

This Annexure forms an integral part of the Lease Deed.

**For and on behalf of
DLF Cyber City**

/s/ A. S. Minocha

(A. S. Minocha)

AUTHORISED SIGNATORY

**For and on behalf of
WNS Global Services (P) Ltd**

/s/ Amit Bhatia

(Amit Bhatia)

AUTHORISED SIGNATORY

[Tentative Sixth Floor Plan, Block C, Infinity Towers]

ANNEXURE —IV

TENTATIVE SUPER BUILT UP AREA CALCULATIONS
BLOCK 'C' INFINITY TOWERS

| FLOOR/ OFFICE NO | Floor Area | | TERRACE AREA | | SUPER AREA | | TOTAL SUPER BUILT UP AREA | |
|---------------------|------------------|--------------|--------------|-------|-----------------|--------------|---------------------------|--------------|
| | (SQM) | (SFT) | (SQM) | (SFT) | (SQM) | (SFT) | (SQM) | (SFT) |
| SIXTH 6F | 3,808,533 | 40995 | | | 4760,691 | 51244 | 4760,691 | 51244 |
| TOTAL | 3,808,533 | 40995 | | | 4760,691 | 51244 | 4760,691 | 51244 |

Aforesaid areas are tentative and subject to change the final areas shall be confirmed by the DLF on the date of possession upon completion of construction of the said building after accounting for changes during construction, if any. The Super built up area shall be the sum of Office area of the said premises and its procure share of Common areas in the entire said building i.e. Infinity Towers.

Whereas the Office area of the said premises shall mean the entire area enclosed by its periphery walls including area under walls, wall cladding, columns AHU and electrical rooms half the area of walls common with other premises etc which form integral part of said premises and Common area shall mean all such parts / areas in the said building which WNS Global Services Pvt Ltd / Occupants of the said premises shall use by sharing with other Allottees / Occupants in the said building including entrance canopy and lobby , suit area , atrium, corridors and passages, common toilets, area of cooling towers, security / fire control room(s), lift shafts, all electrical shafts, D.G. Shafts, AC shafts, pressurisation shafts, plumbing and fire shafts on all floors and rooms, staircases, munties, refuge areas, lift machine rooms, water tanks, electric sub station and transformers. In addition entire services area in basement including but not limited to D.G. set rooms, AC plant room underground water and other storage tanks, pump rooms, maintenance and service rooms, fan rooms and circulation areas etc shall be counted towards common area.

Super built up area of offices provided with attached useable open terrace(s) shall also include half the area of such terrace(s)

**STATEMENT OF RENT, INTEREST FREE SECURITY, INTEREST FREE MAINTENANCE SECURITY PAYABLE BY M/s WNS Global Services (P) Ltd TO M/s Cyber City Ltd DURING THE PERIOD OF LEASE
For Sixth Floor, Tower C, Infinity Towers**

| PERIOD (In Months) | RENT PAYABLE PER MONTH FOR AN AREA 38,576 SQ FT (In Rs) | | * INTEREST FREE SECURITY(IFS) (IN Rs) EQUIVALENT TO 3 MONTHS PREVAILING RENT | Estimated Maintenance Charges per month(Rs) (estimated to be @21/- per sq.ft. per month presently) | INTEREST FREE MAINTENANCE SECURITY(IFMS) @ Rs 63 per sq ft (equivalent to 3 months maintenance charges which are presently estimated to be Rs 21/- per sq.ft. per month for 24 X 6 Operations) | Free Car Parking Space | |
|--|--|---|---|---|--|---------------------------------|----|
| | Rentals(Rs) per sq.ft. of the Super Built Up Area | Total Rental For 51244sq.ft. (Rs.) | | | | | |
| BEGINNING FROM 1st April 2006 | ENDING ON 30th September 2010 | 30 | 1537320 | 4611960 | 1076124 | 3228372 | 51 |
| 1st October 2010 | 31st March 2015 | 34.5 | 1767918 | 5303754 | 1076124 | 3228372 | 51 |

- Note:
- 1 Assuming escalation after 4.5 years of lease is to the maximum of 15%. The rentals and interest free security increases proportionately.
 - 2 The maintenance charges are at 1.2 times of the actuals presently capped to be Rs 21.00 for 24*6 Operations
 - 3 Any additional car parking space @2500/-per month per car park besides 51 free car parking space, Subject to availability of space
 - 4 The first term of lease will be expiring on 30th September 2010 First Renewal will be for a 54 months starting from 1st October 2010
 - 5 Payment of Rent shall commence from 1st April 2006

MONTHLY MAINTENANCE AND SERVICE EXPENDITURE (INDICATIVE)

The expected monthly maintenance and service expenditure shall be 1.20 times the sum total of the following expenditure calculated on sq.ft. of super built — up area basis and shall be charged every month. The expenditure shall include but shall not be limited to the following:

- 1 Service contract expenditure including taxes & statutory levies as applicable, charges for operation and maintenance of all electro-mechanical equipments and all equipment additionally installed by THE LESSOR / maintenance agency.
- 2 Cost of water for all purposes.
- 3 Cost of electricity for central air-conditioning and all services provided including in the parking, common and external areas.
- 4 Cost of maintenance of landscaped areas, compound wall, tube well, electrification sewerage, roads and paths and any other services within the boundary of the said Plot.
- 5 Cost of maintenance, cleaning, painting and necessary replacements of a revenue nature in common areas including cost of maintenance of basements and common services therein.
- 6 Cost of security services.
- 7 Cost of administrative staff, maintenance staff of the said Building and the manager, directly related to the maintenance of the said Building.
- 8 Cost of all consumables for all services in common areas.
- 9 Annual fees of various authorities.
- 10 Cost of diesel and lubricants for DG sets.
- 11 Cost of all replacements/refurnishings of parts.
- 12 Cost of insurance of the said Building and fitouts when fitted out space is provided.
- 13 Township maintenance charges till the services of the colony are handed over to a local body or authority.
- 14 Depreciation / sinking fund of all electro-mechanical equipments, including but not limited to chillers, D G Sets and lifts.
- 15 Cost of exclusive services, if any, provided to the occupant.
- 16 Maintenance Charges for Car Parking Space.

CAR PARKING SPACES EARMARKED FOR USE BY THE LESSEE

Number of car parking spaces earmarked in the basement/surface for use by M/s WNS Global Services (P) Ltd

51 (Fifty One) Numbers

**TENTATIVE SPECIFICATIONS FOR COMMERCIAL BUILDINGS AT BLOCK A
& B, DLF INFINITY TOWERS, DLF CITY, GURGAON**

| STRUCTURE | RCC framed structure |
|---|---|
| Finishes | |
| External Facade | Combination of Clear Float Glass and/or Reflective floats glass with Granite / Metal Cladding / Exterior paint / any other. |
| Atrium, Lift Lobbies Floors & Walls | Combination of Indian marbles and / or granites. |
| Main staircase(s) / Fire Escape staircase(s) | Terrazzo / Kota Stone / Good concrete. |
| Elevators | High Speed Passenger Elevators Service Elevator. |
| Basement | Basement for parking & services. |
| Amenities | Centrally Air Conditioned Building — Provision for office area Air Conditioning provided upto AHU on each floor. The internal distribution system of Air Conditioning shall be sole responsibility of the tenant. |
| Power Back up | 100% power back-up including power back-up for AC system also. |
| Fire Fighting | Sprinkler and fire detection system will be provided in the basement area and common area only as per NBC. For fire fighting & sprinkler services in Office area, provisions will be made upto service shaft on each floor. |
| Wash room | Gents / Ladies Toilet on each floor as per statutory norms, CI/GI piping will be provided, but no CP fittings, Fixtures Wall / Floor finishes Door & shutters will be provided. |
| Electricity/Telephone | Provision on each floor up to the shaft Connections have to be arranged by respective owners/users. No Electric conduits or wiring shall be provided in the slab. |

NOTE

- A Materials specially the imported ones, are subject to availability as per prevalent policies of Govt of India.
- B Larger floor heights provided are due to architectural reasons. However, from the view point of air conditioning load, the height of false ceiling to be done by the Occupants shall not exceed 3 mtrs from the finished floor level.
- C The above mentioned specifications are for common area only. The office area will be in "BARE SHELL" condition only i.e. cement flooring, no plaster on concrete columns, walls or ceiling except on brick walls wherever provided. All fittings, A.C Ducts, Electrical distribution and Fire Fighting etc shall be the sole responsibility of the Occupants.
- D Plumbing provision for extra toilets may be given at one / two different locations.
- E The above specifications are tentative and are subject to change at the sole discretion of the Lessor.

Condition of the Demised Premises on Handover Date for Occupation At The Time of Hand Over For Occupation (that is 1st May 2005 for Tower A & 1st June 2005 for Tower B.)

Completion status of the building to be achieved at the time of building operation date:

- 1 The Demised Premises shall be operational along with all services such as Air-conditioning, power back-up, water supply to start operations.
- 2 Passenger and service lifts to support THE LESSEE's operations.
- 3 Cables of telephone service provider shall be terminated to the basement of the said building. Service provider to discuss all other last mile connectivity issues with the THE LESSEE's IT team and THE LESSOR to provide all possible assistance for the same.
- 4 AHUs, DGs and chillers shall be operational for servicing the Demised Premises.

THE LESSEE'S Responsibility during interior fitouts work, additions/modifications/alterations of interior works (referred hereinafter as interior works) and during the Lease Tenure/Lease Renewal

THE LESSOR has provided the fire detection systems as elaborated in Part B. These system are as per NBC norm.

A THE LESSEE will be responsible to ensure that:

- 1 The existing sprinkler systems provided is not to be isolated or closed at any point of time during interior works For providing sprinklers below false ceiling a separate network of sprinklers to be installed.
- 2 THE LESSOR has provided the electrical tap-off in electrical room alongwith a sub-meter installed. THE LESSEE to tap-off electricity through proper distribution panel/board properly earthed. The distribution of electricity inside the premises during the interior works shall be responsibility of THE LESSEE.
- 3 While doing any hot works, THE LESSEE is to ensure that adequate standby fire-fighting mechanism in place which includes fire extinguishers, sand buckets etc.
- 4 Zonal fire detection panels are provided on all floors. THE LESSEE to ensure that at any point of time there would be some smoke detectors spread over the Demised Premises operational and connected to the Zonal panel.
- 5 THE LESSEE to use fire retardant material in the design of their interior works.
- 6 During interior works, THE LESSEE to ensure proper signages and fire escape routes are prominently displayed inside their premises.
- 7 THE LESSEE to ensure that the electro-mechanical systems installed in the Demised Premises is properly maintained during their interior works and at the time of operations. THE LESSEE to also ensure that no fire spreads form the premises.
- 8 While designing of interior works, it should be kept in mind that the access to the fire hydrants is not restricted in any way.
- 9 Security Guards professionally trained in fire fighting systems to the deployed on each floor during all shifts round the clock. They should be capable of handling the fire-fighting equipments provided on the floors such as fire hydrants etc.
- 10 The entire building is a no smoking zone. THE LESSEE to ensure that even during interior works no person smokes inside the building.
- 11 No items of any nature to be stored in Electrical Control / Panel Room. A stray electrical spark may result in such items catching fire; moreover, presence of such items may impede access to Control Panel in times of emergency.
- 12 Please refrain from use of cooking gas in your pantries / kitchens.
- 13 No Parking of CNG / LPG powered cars in basements as the chances of occurrence of fire / explosion in such vehicles are very high.
- 14 No storage of any material / records in basement, to enable free movement.

- 15 THE LESSEE'S Security Personnel should not remain inside the offices after they have been closed for the day. Unauthorised smoking by such staff can also contribute to major fire. After closing hours, your Security be stationed outside the office (and not within), and the interiors of the office can be monitored by then over closed circuit video cameras.
- 16 Fire detection, alarm systems and fire fighting systems must not be closed or isolated during the period when interior works are carried out or during the lease period or lease renewal period.
- B** The following fire-detection and alarm system are provided as per NBC norms inside the premises:

Fire Detection & Alarm System:

- 1 Main control / Alarm panel located in security room connected with the floor-wise zonal panel located near the staircase.
- 2 The Smoke / Heat Detectors installed by the floor occupant are connected to the zonal panels located on the floors.
- 3 The main panel has inbuilt zone-wise fire detector and automatic alarm on all floors, through an amplifier.
- 4 All AHUs and other ventilation / pressurization systems are operationally hooked-up with fire alarm / detection system.

Fire Fighting System

The following fire fighting systems are provided along with:

- Fire Pumps (Hydrants & sprinkler)
- Jockey pumps
- Diesel Driven engine pump
- Fire Hydrants
- Hose reels
- Fire extinguishers in common areas
- Sprinkler systems
- Public address and Alarm System
- Automatic / manual Fire Alarm system

The Fire Hydrant systems comprises of internal fire hydrant system available on all the floors and the external hydrant system around the building. Sprinkler system is provided in basement, Life lobby and service area and office areas as per NBC norms.

LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT made on this 10th day of November 2005, between **GODREJ & BOYCE MANUFACTURING COMPANY LTD.**, a Company incorporated under the provisions of the Indian Companies Act, 1913, and having its Registered Office at Pirojshanagar, Vikhroli, Mumbai 400 079 (hereinafter referred to as the “Licensor”), of the ONE PART, and **WNS GLOBAL SERVICES PVT. LTD.**, a Limited Company incorporated under the Companies Act, 1956, and having its Registered Office Pl-10, Godrej & Boyce Complex, Vikhroli (W), Mumbai- 400 079, [hereinafter referred to as “the Licensee”) of the OTHER PART.

The “Licensor” and the “Licensee” are hereinafter together always referred to as the “Parties” and are individually, when necessary, referred to as “Party”.

RECITALS

WHEREAS the Licensor is the owner of and absolutely seized & possessed of and/or otherwise well and sufficiently entitled to all those lands lying being and situate at Pirojshanagar, Vikhroli, Mumbai - - 400 079, on which lands the Licensor has built and constructed several industrial sheds and office blocks (hereinafter referred to as "the Larger Premises")

AND WHEREAS the Licensor has constructed Plant no. 10 building admeasuring about 85,000 Sq. Ft., constructed on the Survey No.57 (pt) of Village Vikhroli corresponding to CTS No. 7 (pt) and 67 (pt)

AND WHEREAS the Licensee is desirous of using and occupying 4,867 sq. ft. lying and situate at the Ground Floor of the building Plant No. (i.e. the said Industrial Shed No.) 10 as aforesaid delineated in red in the Plan annexed and more particularly described in the Schedule hereto (hereinafter referred to as "the Licensed Premises").

AND WHEREAS the Licensee has requested the Licensor to permit the Licensee to use and occupy the Licensed Premises which request has been acceded to by the Licensor and the Parties hereto have agreed to enter into a Leave & License Agreement in the manner following.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1 — The Licence

- 1.1 The Licensor hereby permits the Licensee to use and occupy the Licensed Premises and the Licensee hereby agrees to use the Licensed Premises as a Licensee for carrying out its professional services business, including Computer software and IT enabled services for a period of 33 months from 16th August 2005 ending on 15th May 2008, on the terms and conditions hereinafter contained and on the part of the Licensee to be observed and performed.
- 1.2 It is expressly agreed by and between the Parties that juridical possession of the Licensed Premises shall be always that of the Licensor. The Licensee is granted a personal, non-transferable and non-assignable licence to use the Licensed Premises on the terms and conditions stated herein
- 1.3 It is the express, real and true intention of both the Parties that this Agreement shall be a licence only according to the terms hereof, and that the Licensor shall have free and unobstructed access to the Licensed Premises during working hours, with adequate prior notice to the Licensee and without inconveniencing the Licensee in any way. Provided always that the Licensor shall not interfere with the work or operation of the Licensee being lawfully carried on in the Licensed Premises.
- 1.4 The Licensee shall at any time and from time to time, prior to and during the subsistence of the agreement, be at liberty to carry out make and effect upon the Licensed Premises such addition, alterations, renovation and improvement to the Licensed premises (especially that of structural / material addition and alteration) only with the prior written consent of

the Licensor and such requests shall not be denied unless they are of a nature that are detrimental to the structural safety of the building or in violation of local laws or regulations. Save and except any changes that have been carried out with the approval of the Licensor, the Licensed Premises shall be left or returned in more or less the same condition in which they were at the time when the Licensee was inducted in the Licensed Premises, subject to reasonable wear and tear attributable to normal use for the business. The Licensee shall further ensure that such additions fixtures fittings alterations or improvements do not damage any part of the License Premises or any load bearing structural member of the Licensed Premises.

- 1.5 On the expiry or sooner determination/termination of this Agreement the Licensee shall remove itself, its employees, representatives, servants and agents from the Licensed Premises, which shall save and except changes approved by the Licensor, be in the minimum in the same condition in which the Licensed Premises was on the date of this Agreement, subject to reasonable wear and tear attributable to normal use for the business, Provided Further that the Licensee shall be entitled to leave any of its furniture, fittings, fixtures, leasehold improvements and approved alterations as well as to remove its records and all other belongings from the Licensed Premises on the expiry or sooner determination of this Agreement.
- 1.6 The Licensee shall have in common with the Licensor and its servants, agents, staff, employees, suppliers, customers and bona fide visitors, and its own servants, agents, staff, employees, suppliers, customers and bona fide visitors, the non-exclusive licence to have ingress and egress from the Licensed Premises. Such non-exclusive ingress or egress shall in no way be deemed to confer on the Licensee any right of easement relating to or running with the land or on any other grounds or any other rights whatsoever. The Licensee undertakes to the Licensor that it shall be exclusively responsible and liable for all acts of commission and omissions of its servants, agents, staff, employees, suppliers, customers and bona fide visitors of the Licensee for or in respect of damage, loss, costs, or either harm or injury caused to any property of the Licensor or to any other Licensees of the Licensor, its/their servants, agents, staff, employees, suppliers, customers and bona fide visitors in the Licensed Premises.
- 1.7 The Licensee may, at its own cost, put up two sign-boards indicating its name, on the exterior of the Licensed Premises, Provided that the dimensions and exact location of such sign boards shall be intimated, in advance, to the Licensor for its approval and that such approval should be obtained, in writing, Provided However, that such approval shall not be unreasonably withheld. Such signboards should not cause any damage to the facade of the Licensed Premises and shall not contravene any local laws or regulations.
- 1.8 The Licensee shall be entitled to apply and obtain at its own cost separate telephone lines and any other telecom infrastructure. The Licensee shall have the right to surrender the said separate telephone lines to the telephone company on or before the expiry of the license. The Licensor shall give the necessary No Objection and/or consent to enable the Licensee to obtain the separate telephone lines, leased lines and other telecom infrastructure.

- 1.9 The Parties agree that on the basis of the express assurances and undertakings mentioned herein the Licensor has agreed to grant to the Licensee, the present licence to use and occupy the Licensed Premises.
- 1.10 The Licensee shall be allowed for use by it and its officers, agents, staff, employees, suppliers, customers and bona fide visitors Five (5) car parking spaces for parking in front of the Licensed Premises reserved exclusively for the Licensee and its officers, agents, staff, employees, suppliers, customers and bona fide visitors.

Article 2 — Licence Fee

The Licensee shall pay to the Licensor during the term of this Agreement a monthly licence fee or compensation of Rs. 48,670/- (Rupees Forty Eight Thousand Six Hundred and Seventy only) (the "Licence Fee") less deduction on account of income-tax deductible at source under the provisions of Income-Tax Act, 1961 and Rules made thereunder, as applicable. Provided however that the License fee shall be payable with effect from 16th August 2005.

Article 3 — Licensee's Obligations

- 3.1 The Licensee shall pay the Licence Fee in advance on or before the 7th day of each English calendar month.
- 3.2 The Licensee shall observe, perform, conform and comply with and carry out at its own cost in so far as the Licensed Premises are concerned, terms and conditions thereof and provisions, requirements of such acts, rules, regulations, notifications and notices which may, from time to time, be or made applicable or may be issued and certified in respect of the Licensed Premises by Union of India, State of Maharashtra, Municipal Corporation of Greater Mumbai and/or any local or public authority (except such of the provisions and requirements thereof as may involve structural alteration in the Licensed Premises or any part thereof) and shall, at all times indemnify and keep always indemnified the Licensor from and against all liabilities, costs, charges and expenses in respect of non-observance, non-performance and non-compliance thereof.
- 3.3 The Licensee will keep the interior of the Licensed Premises and every part thereof including doors, windows, shutters, pipes, including existing false ceiling, air conditioning ducting etc., and all additions and improvements therein and thereto in good and substantial repair and condition, (subject to reasonable wear and tear) save and except any such items as have been removed with prior approval of the Licensor.
- 3.4 In the event, the Licensee as a corporate entity, undertakes any restructuring resulting in formation of subsidiaries of the Licensee, the Licensee may be permitted to extend the use and occupation of the Licensed Premises to such of its subsidiaries so far as the such subsidiaries are in the same line of business as the Licensee and that the permission by the Licensor to extend the use and occupation of the Licensed Premises is at the absolute discretion of the Licensor and with the Licensor's prior express written consent which consent shall not be unreasonably withheld. Provided however, the Licensee shall promptly

notify the Licensor of the use of the Licensed Premises by such subsidiaries.

- 3.5 The Licensee shall use the Licensed Premises without in any manner disturbing and/or interfering with the activities and business of the Licensor or its associates or its subsidiary companies or any other persons authorised by the Licensor in that regard.
- 3.6 The Licensee shall take all steps reasonably deemed necessary for protecting the Licensed Premises
- 3.7 The Licensee shall take utmost care in using the Licensed Premises and shall use the Licensed Premises only for the business of the Licensee and in a lawful manner and for no other purpose.
- 3.8 The Licensee shall keep the Licensed Premises and every part thereof in clean and tidy condition. The Licensee shall not keep anything in or around the Licensed Premises, which shall always be kept un-littered and clean.
- 3.9 The Licensee or its representatives shall not in any manner prevent the Licensor or any other person authorised by the Licensor from using the common facilities and things used in common with the Licensor or any other person or occupiers authorised by the Licensor.
- 3.10 The Licensee shall not do any act, deed, thing and matter which would constitute a breach of any statutory requirements and which would adversely affect the Licensed Premises or any part thereof or the rights of the Licensor.
- 3.11 The Licensee shall at its own cost provide fire safety equipment on the Licensed Premises. In so far as the compliance with the provisions of the Maharashtra Fire Prevention and fire safety laws is concerned the Licensee shall at its own cost provide all the fire safety equipments and take all steps necessary to ensure compliance with the provisions of such laws as may be applicable in this regard.
- 3.12 The Licensee agrees, confirms and undertakes to bear/reimburse all costs, charges and expenses relating to stamping and registration of this Agreement and its duplicate in their entirety, and shall extend all cooperation to the Licensor in getting the said Agreement registered. However, each Party shall bear its own legal costs.

Article 4 — Licensor’s Representations/Warranties

- 4.1 The Licensed Premises have been constructed in accordance with the sanctioned plans, rules and regulations as prescribed and in compliance with the approvals granted by the concerned authorities in this regard.
- 4.2 The Licensor shall duly obtain the occupation certificate certifying that the Licensed Premises is fit for office use and occupation.
- 4.3 The Licensor is the sole and absolute owner and has proper title to the Licensed Premises, and is not restricted in any manner whatsoever from granting the Licensed Premises on Leave and Licence basis to the Licensee in the manner contemplated in this Agreement. Further, the

Licensor shall prior to the occupation of the Licensed Premises by the Licensee, obtain all necessary approvals or permissions as may be required to be obtained including from any government or regulatory authority, building association or society permitting it to grant the Licensed Premises on leave and licence basis to the Licensee.

- 4.4 The Licensee will not be liable for any charges or outgoings in respect of the Licensed Premises prior to the effective date of commencement of the Licensed Agreement.
- 4.5 The Licensor shall take all reasonable steps to assist the Licensee for facilitating the installation of telecommunications infrastructure including telephone lines, leased lines, Satellite Dish, VSAT's /RF Masts etc. by the Licensee or on its behalf.

Article 5 — Licensee Responsibilities

- 5.1 The Licensee or any other person dealing for/through it shall be responsible for compliance of various statutory laws, as applicable and rules made thereunder, including but not limited to labour related legislations with regard to licensees business. The Licensee further covenants that it shall indemnify and keep the Licensor indemnified against any claims, demands, costs, charges, expenses, losses, whatsoever that may arise in connection with the Licensed Premises on account of any wilful contravention/ breach by the Licensee, except by an act of God, natural calamities or perils or any person dealing for/through it of any regulations and laws for the time being in force.
- 5.2 The Licensee herein represents, confirms and states that its paid up capital is in excess of Rs.1,00,00,000/- (Rupees One Crore Only) and, therefore, the provisions of the newly introduced Maharashtra Rent Control Act, 1999, shall not apply to this Agreement. The Licensee hereby undertakes that as long as the Leave & Licence Agreement with the Licensor is in force, it will not reduce its paid up capital or take any action which is likely to result in the reduction of its paid up capital. In the event the Licensee desires or determines to reduce its paid up capital below Rs 1,00,00,000 or such statutory limits as may be fixed by the Maharashtra Rent Control Act, 1999 the Licensee shall immediately inform the Licensor of such decision or desire to reduce the paid up equity capital. Upon such notification, the provisions of Clause 9.1 below shall apply. Moreover, the Licensee acknowledges the right and entitlement of the Licensor to terminate this Agreement under the aforesaid circumstances and therefore represents, confirms and states that in the event the Licensor seeks to terminate this Agreement, in such an eventuality, the Licensee shall hand over peaceful and vacant possession of the Licensed Premises to the Licensor within 30 days after being served a written notice by the Licensor and the Licensee shall not raise a claim for protection under the Maharashtra Rent Control Act, 1999, against the Licensor in respect of the Licensed Premises.
- 5.3 The Licensee shall be responsible for complying with all pertinent bye-laws, rules and regulations for the time being in force in respect of the changes made by the Licensee inside the Licensed premises the Licensee may deem fit for full enjoyment of the Licensed Premises.

Article 6 — The Licensee not to assign, transfer, etc.

It is expressly agreed by and between the Parties that this Agreement shall be deemed to be personal to the Licensee and the Licensee shall not assign, transfer or sublicense this Agreement. Further, this Agreement constitutes a non-transferable licence to the Licensee.

Article 7 — Licensor not liable to Licensee, its Directors, servants, etc., or to its property for injury/damages/loss

- 7.1 The Licensor shall not be liable to the Licensee, its Directors, officers, employees, servants, agents, invitees, visitors, customers or any other person using or at any time being upon the Licensed Premises or any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to them or to any goods or chattels brought by any person upon the Licensed Premises it being the intention of and agreed to between the Parties that the Licensee and other persons using the Licensed Premises shall use the same solely at the risk of the Licensee, provided that, such injury, damage, loss or inconvenience is not caused by the negligence of the Licensor, its employees or agents.
- 7.2 It is expressly agreed by the Licensee that the Licensor or its servants or agents shall not be liable for any loss, accident, damage that may be caused to Licensee or to its personnel or property whilst using the Licensed Premises as herein mentioned, either by accident or otherwise, either directly or indirectly or vicariously.

Article 8 — Licensor's Obligations and Responsibilities

8.1 The Licensor shall provide the Licensee for its operation at its own cost:

- (a) Water: Requisite water connection from the municipal corporation. The charges for consumption of water will however be borne by the Licensee as per actual metered consumption at prevailing rates. The Licensee shall be obligated to pay the said charges within 07 days of the Licensor's making a written request to the Licensee on this behalf;
- (b) Power: With a view to enable the Licensee to put up and operate lights, fans, split/ windows/ central air-conditioning and other electrical, mechanical and electronic equipment, computers, peripherals, fittings and apparatus, as the Licensee may require, the Licensor shall allow the Licensee to make necessary application for power to the concerned authorities and avail of the power supply. The Licensor shall provide the necessary no objection for such application of power supply by the Licensee to the authorities. Any alterations or additions to the electrical installations, which the Licensee carries out, shall be intimated to the Licensor and the Licensee shall obtain necessary statutory approvals for the same.

The Licensee hereby agrees to bear all charges to be paid to the power supply company for making the power available to the Licensee in terms of these presents and for consumption of the electric power by the Licensee.

- 8.2 The Licensor shall continue to pay all municipal rates, taxes, cesses, charges (hereinafter referred to as "Taxes") as prevailing on the date of execution of this Agreement. Any future increase in the rates of taxes and outgoings aforesaid by the Municipal Corporation of Greater Mumbai subsequent to the first assessment as a Licensed Premises shall be shared equally by the Licensor and the Licensee. In other words the Licensee shall not be liable for any increase of taxes and outgoings if such increase is attributable only to a change in the nature of assessment due to the License created in favour of the Licensee.
- 8.3 The Licensor or any other person dealing for / through it shall be responsible for compliance of various statutory laws, as applicable and rules made thereunder, including but not limited to labour related legislations. The Licensor further covenants that it shall indemnify and keep the Licensee indemnified against any claims, demand, costs, charges, expenses, losses, whatsoever that may arise on account of any contravention/ breach by the Licensor or any person dealing for/through it of any regulations and laws for the time being in force.
- 8.4 The Licensor agrees and undertakes that it shall not, during the subsistence of this Agreement and during the period the Licensee is in occupation of the Licensed Premises assign, transfer, charge and encumber or otherwise dispose of the Licensed Premises or any part thereof without securing the interest of the Licensee in the Licensed Premises, it being clearly understood that the right of the Licensor to transfer and charge the Licensed Premises is subject to the Leave and Licence Agreement and/or any other arrangements or agreements between the Parties.
- 8.5 If the whole or any portion of the Licensed Premises shall, at any time, be destroyed or damaged, so as to be rendered inaccessible or uninhabitable, in whole or in part, other than due to the fault of the Licensee or if as a result of any of the force majeure events as mentioned in Article 13 the Licensee is prevented from gaining free and unobstructed access to the Licensed Premises, then the license fee to be paid hereunder or appropriate portion thereof according to the nature and extent of the impediment to occupancy shall cease and be suspended proportionately until the Licensed Premises shall be rendered fit and accessible for use and occupation by the Licensee. However, if the Licensed Premises is not fit for use and occupation or continues to remain unfit for use and occupation by the Licensee or if the Licensee is prevented from gaining free and unobstructed access to the Licensed Premises for a period of 90 days, then the Licensee shall upon the expiry of the said 90 day period be entitled to terminate this Agreement by giving to the Licensor 07 days notice in writing.
- 8.6 The Licensor shall permit the Licensee the use and occupation of the Licensed Premises during the period of License herein created without any hindrance / eviction interruption and / or disturbance, claim or demand whatsoever by the Licensor or any person claiming by from under or in trust for the Licensor, save and except in the event of termination or prior determination under Article 9 below.
- 8.7 The Licensor shall keep the area surrounding the Licensed Premises and its approaches in clean and tidy condition.
- 8.8 The Licensor shall always be liable to make good the exterior and structure of the Licensed Premises including walls, drainage and roof by

carrying out necessary repairs or renovations within its statutory common duty of care.

Article 9 — Termination, post-termination obligations

- 9.1 Either Party (“non defaulting party”) shall be entitled to terminate this Agreement in the event of the other party (“defaulting party”) committing a material breach of the terms, conditions and covenants contained in this Agreement to be observed and performed by the defaulting party by giving 30 days advance notice in writing and if the defaulting party rectifies the breach and informs the non defaulting party in writing about the same within the said period of 30 days then the notice will cease to be effective. However, if the defaulting party is unable to rectify the breach within the period of 30 days, then this Agreement shall, at the option of the non-defaulting party, stand terminated. Provided if this agreement is terminated by the Licensor being the non defaulting party then the Licensee shall be liable to pay the Licensor a sum equal to six months compensation. Further, in the event the Licensee informs the Licensor of its decision or desire to reduce its paid up capital below Rs.1,00,00,000/- or such statutory limits as may be fixed by the Maharashtra Rent Control Act, 1999, as provided in Clause 5.2, the Licensor shall be entitled to (but not obligated to) terminate this Agreement by giving 30 days notice in writing to the Licensee, it being the express intention of the Parties that the Licensee shall under no circumstances seek protection under the Rent Control Act, and that the Licensee shall hand over vacant and peaceful possession of the Licensed Premises 30 days after the Licensor serves the Licensee with notice of termination as provided hereinbefore.
- 9.2 Notwithstanding anything contained in Clause 8.5, the Licensee shall have the option to terminate the licence by giving 180 days advance notice in writing to the Licensor without assigning any reason whatsoever, at any time during the license period, as stated in Article 1.1 above. It is clarified that the Licensor’s right to terminate this Agreement on account of breach on the part of the Licensee of any terms and conditions and covenants contained herein to be observed and performed by the Licensee by giving 30 days notice in writing as stated in 9.1 above shall not be affected.
- 9.3 Notwithstanding anything contained in Articles 9.1 and 9.2 above, it is hereby agreed and declared that if the Licensee passes a resolution for voluntary winding up or if it is unable to pay its debts or compromises with its creditors or if a receiver of its property is appointed or if a petition filed under the Companies Act, 1956 for winding up of the Licensee is successful or if the Licensee voluntarily becomes the subject of proceedings under any bankruptcy or insolvency, or if the Licensee takes or suffers action for its reorganization, or it’s liquidation or dissolution except when such event(s) is within the Entities of the Licensee, or the Licensee becomes or is declared a sick company under the Sick Industrial Companies Special Provisions Act, 1985, then and in any of such events this Agreement shall at the absolute option of the Licensor stand terminated and thereupon the Licensee or the person or persons or authority in whom the estate of the Licensee may be vested shall hand over charge of Licensed Premises to the Licensor forthwith, failing which the Licensor shall be entitled to re-enter the Licensed Premises or any part of the Licensed Premises.

- 9.4 On the expiry or earlier termination of this Licence, the Licensee shall, within not more than 30 days of such expiry or termination, remove its employees and servants and all its and their belongings, chattels, articles and things, whether or not affixed to the Licensed Premises (hereinafter called the "said Goods") from the Licensed Premises, and vacate and hand over the Licensed Premises to the Licensor in the same good order and condition in which they were at the time when the Licensee entered into the Licensed Premises, subject to reasonable wear and tear attributable to normal use for the business of the Licensee and as provided in Article 1.5 above.
- 9.5 Subject to 9.4 above and the other provisions of this Agreement it is expressly agreed between the Parties hereto that occupation of the Licensed Premises by the Licensee immediately after expiry or sooner determination/ termination of this Agreement shall be an act of trespass and the Licensee shall pay to the Licensor a sum of 12500/- (Rupees Twelve Thousand Five Hundred only) per day for occupying the premises in excess of the one month provided in 9.4 above. If this wrongful occupation continues beyond the first 60 days after such termination/early determination of this Agreement, the sum will double every month thereafter, till such occupation continues until such time the amount rises to Rs.50,000/-per day (Rupees fifty thousand only). This right will be without prejudice to other remedies available to the Licensor in law.

Article 10 — No other rights, tenancy, etc.

- 10.1 It is expressly agreed between the Parties that except what is stated herein the Licensee shall not have any right of whatsoever nature into and upon the Licensed Premises or the area surrounding thereto and it shall not at any time claim any rights of whatsoever nature into and upon the Licensed Premises or the area surrounding thereto.
- 10.2 Nothing herein contained shall be construed as creating any right, interest, easement, lease, tenancy, sub-tenancy, deemed tenancy or transfer of enjoyment in favour of the Licensee in or over or upon the Licensed Premises (or any part thereof) or transferring any interest therein in favour of the Licensee other than the licence granted to the Licensee in accordance with the terms herein contained and the rights of the Licensee under this Agreement and the Licensee agrees and undertakes that no such contention shall be made by the Licensee at any time.
- 10.3 Without prejudice to its rights and remedies elsewhere provided in this Agreement if a statutory amendment is made or announced to the Maharashtra Rent Control Act, 1999 (the " Rent Act") or any other statute or law for the time being in force which, or if the Rent Act is repealed and another rent control statute is enacted in its place which amendment, repeal or re-enactment, in the exclusive opinion of the Licensor is likely to prejudice its rights under or by virtue of this Agreement or otherwise, the Licensor and the Licensee agree to amend/modify this Agreement so that each of the rights, of the Licensor and the Licensee, as contained in this Agreement is maintained/continued. It is an express intention of the Parties hereto that the Licensor shall be and shall always be deemed to be in exclusive possession and in full charge and control of the Licensed Premises at all times and that the Licensor shall as stated above at all times by giving

reasonable notice to the Licensee shall have full, free and unobstructed entry into the Licensed Premises and only a mere right of user as per this Agreement is given to the Licensee.

Article 11 — Severability

In the event that any provision of this Agreement should be found to be invalid or illegal under the applicable law, such provision shall be deemed to be omitted to the extent of such invalidity or illegality, and the other provisions of this Agreement shall remain valid and in force, and shall continue to govern the relationship between the Parties.

Article 12 — Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by mail, at the following addresses of the Parties:

- i) To the Licensor at its Registered office mentioned herein, and
- ii) To the Licensee at
 - a) The Licensed Premises and
 - b) Its registered office

Notice shall be deemed to be given on the seventh business day after such notice is mailed, if sent by registered mail. Any notice shall commence on the day such notice is deemed to be given.

A Party may change its address for purposes hereof by notice to the other Party.

Article 13 — Force Majeure

Neither Party shall be liable to the other Party for failure to perform its obligations hereunder due to the occurrence of any event beyond the control of such Party and affecting its performance including, without limitation, governmental regulations, orders, administrative requests, rulings or orders, acts of God, war, war-like hostilities, civil commotion, riots, epidemics, fire or any other similar cause or causes.

Article 14 — Governing Law

It is declared and confirmed by the Parties hereto that what is recorded in this Agreement reflects the true intention of the Parties and neither Parties shall contend to the contrary. This Agreement shall be governed and construed in accordance with the laws of India.

Article 15 — Headings

The descriptive words or phrases at the head of the various articles and sections hereof are inserted only as a convenience and for reference.

They are in no way intended to be a part of the Agreement or in no way define, limit or describe the scope or intent of the particular article or section to which they refer.

Article 16 — Waivers

The failure with or without intent of any Party hereto to insist upon the performance by the other of any term or provision of this Agreement in strict conformity with the literal requirements hereof shall not be treated or deemed to constitute a modification of any term or provision hereof, nor shall such failure or election be deemed to constitute a waiver of the right of such Party at any time whatsoever thereafter to insist upon performance by the other strictly in accordance with any term or provision hereof; all terms, conditions and obligations under this Agreement shall remain in full force and effect at all times during the term of this Agreement except as otherwise changed or modified by mutual written agreement of the Parties hereto.

Article 17 — Jurisdiction

The Parties expressly agree, that only the competent courts of jurisdiction at Mumbai shall have exclusive jurisdiction in all matters arising hereunder.

Article 18 — Arbitration

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any of the provisions of this Agreement or regarding any question including the question as to whether the termination of the Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such disputes amicably. In case of failure of the Parties to settle such disputes within thirty days, either Party shall be entitled to refer the disputes (if legally possible) to arbitration. The arbitration shall be conducted by a sole Arbitrator mutually appointed, or in case of disagreement as to the appointment of a sole Arbitrator, by three (3) Arbitrators of which each Party shall appoint one (1) Arbitrator and the third Arbitrator shall be appointed by the two appointed Arbitrators. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of the arbitration proceedings shall be in English. The provisions of this Article 18 shall survive the termination of this Agreement for any reason whatsoever. The place of Arbitration is Mumbai.

SCHEDULE OF THE PROPERTY

An area of 4,867 sq. ft. lying and situate at the Ground Floor of the said Building No. 10 on Survey Nos. 57 (pt) of village Vikhroli, corresponding to CTS No. 7 [pt) and 67 [pt), Mumbai. The above property is bounded by:

Due North: Boundary wall of Godrej & Boyce Mfg. Co. Ltd.

Due South: Internal road of Godrej & Boyce Mfg. Co. Ltd.

Due East: Internal Road of Godrej & Boyce Mfg. Co. Ltd.

Due West: Office Structure Plant No. 10

IN WITNESS WHEREOF the Parties have executed these presents (in duplicate) on the day and the year first herein above written.

Signed & Delivered by the within named
Licensor, GODREJ & BOYCE MANU-
FACTURING COMPANY LIMITED,
through its duly Constituted Attorney,
Mr. Maneck H. Engineer, in the
presence of :

/s/ Maneck H. Engineer

1.

2.

Signed & Delivered by the within named
Licensee, WNS Global Services Pvt. Ltd.
through its Authorised Representative,
Mr. Zubin Dubash
in the presence of :

/s/ Zubin Dubash

1. Riddhish Purohit

/s/ Riddhish Purohit

2.

LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT made on this 10th day of November 2005, between **GODREJ & BOYCE MANUFACTURING COMPANY LTD.**, a Company incorporated under the provisions of the Indian Companies Act, 1913, and having its Registered Office at Pirojshanagar, Vikhroli, Mumbai 400 079 (hereinafter referred to as the “Licensor”), of the ONE PART, and **WNS GLOBAL SERVICES PVT. LTD.**, a Limited Company incorporated under the Companies Act, 1956, and having its Registered Office Pl-10, Godrej & Boyce Complex, Vikhroli (W), Mumbai- 400 079, [hereinafter referred to as “the Licensee”) of the OTHER PART.

The “Licensor” and the “Licensee” are hereinafter together always referred to as the “Parties” and are individually, when necessary, referred to as “Party”.

RECITALS

WHEREAS the Licensor is the owner of and absolutely seized & possessed of and/or otherwise well and sufficiently entitled to all those lands lying being and situate at Pirojshanagar, Vikhroli, Mumbai - - 400 079, on which lands the Licensor has built and constructed several industrial sheds and office blocks (hereinafter referred to as "the Larger Premises")

AND WHEREAS the Licensor has constructed Plant no. 10 building admeasuring about 85,000 Sq. Ft., constructed on the Survey No.57 (pt) of Village Vikhroli corresponding to CTS No. 7 (pt) and 67 (pt)

AND WHEREAS the Licensee is desirous of using and occupying 20,360 sq. ft. lying and situate at the Upper Floor of the Building Plant No. (Industrial Shed No.) 10 as aforesaid delineated in red in the Plan annexed and more particularly described in the Schedule hereto (hereinafter referred to as "the Licensed Premises").

AND WHEREAS the Licensee has requested the Licensor to permit the Licensee to use and occupy the Licensed Premises which request has been acceded to by the Licensor and the Parties hereto have agreed to enter into a Leave & License Agreement in the manner following.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1 — The Licence

- 1.1 The Licensor hereby permits the Licensee to use and occupy the Licensed Premises and the Licensee hereby agrees to use the Licensed Premises as a Licensee for carrying out its professional services business, including Computer software and IT enabled services for a period of 33 months from 16th August 2005 ending on 15th May 2008, on the terms and conditions hereinafter contained and on the part of the Licensee to be observed and performed.
- 1.2 It is expressly agreed by and between the Parties that juridical possession of the Licensed Premises shall be always that of the Licensor. The Licensee is granted a personal, non-transferable and non-assignable licence to use the Licensed Premises on the terms and conditions stated herein.
- 1.3 It is the express, real and true intention of both the Parties that this Agreement shall be a licence only according to the terms hereof, and that the Licensor shall have free and unobstructed access to the Licensed Premises during working hours, with adequate prior notice to the Licensee and without inconveniencing the Licensee in any way. Provided always that the Licensor shall not interfere with the work or operation of the Licensee being lawfully carried on in the Licensed Premises.
- 1.4 The Licensee shall at any time and from time to time, prior to and during the subsistence of the agreement, be at liberty to carry out make and effect upon the Licensed Premises such addition, alterations, renovation and improvement to the Licensed premises (especially that of structural / material addition and alteration) only with the prior written consent of the Licensor and such requests shall not be denied unless they are of a nature that are detrimental to the structural safety of the building or in violation of local laws or regulations . Save and except any changes that

have been carried out with the approval of the Licensor, the Licensed Premises shall be left or returned in more or less the same condition in which they were at the time when the Licensee was inducted in the Licensed Premises, subject to reasonable wear and tear attributable to normal use for the business. The Licensee shall further ensure that such additions fixtures fittings alterations or improvements do not damage any part of the License Premises or any load bearing structural member of the Licensed Premises.

- 1.5 On the expiry or sooner determination/termination of this Agreement the Licensee shall remove itself, its employees, representatives, servants and agents from the Licensed Premises, which shall save and except changes approved by the Licensor, be in the minimum in the same condition in which the Licensed Premises was on the date of this Agreement, subject to reasonable wear and tear attributable to normal use for the business, Provided Further that the Licensee shall be entitled to leave any of its furniture, fittings, fixtures, leasehold improvements and approved alterations as well as to remove its records and all other belongings from the Licensed Premises on the expiry or sooner determination of this Agreement.
- 1.6 The Licensee shall have in common with the Licensor and its servants, agents, staff, employees, suppliers, customers and bona fide visitors, and its own servants, agents, staff, employees, suppliers, customers and bona fide visitors, the non-exclusive licence to have ingress and egress from the Licensed Premises. Such non-exclusive ingress or egress shall in no way be deemed to confer on the Licensee any right of easement relating to or running with the land or on any other grounds or any other rights whatsoever. The Licensee undertakes to the Licensor that it shall be exclusively responsible and liable for all acts of commission and omissions of its servants, agents, staff, employees, suppliers, customers and bona fide visitors of the Licensee for or in respect of damage, loss, costs, or either harm or injury caused to any property of the Licensor or to any other Licensees of the Licensor, its/their servants, agents, staff, employees, suppliers, customers and bona fide visitors in the Licensed Premises.
- 1.7 The Licensee may, at its own cost, put up two sign-boards indicating its name, on the exterior of the Licensed Premises, Provided that the dimensions and exact location of such sign boards shall be intimated, in advance, to the Licensor for its approval and that such approval should be obtained, in writing, Provided However, that such approval shall not be unreasonably withheld. Such signboards should not cause any damage to the facade of the Licensed Premises and shall not contravene any local laws or regulations.
- 1.8 The Licensee shall be entitled to apply and obtain at its own cost separate telephone lines and any other telecom infrastructure The Licensee shall have the right to surrender the said separate telephone lines to the telephone company on or before the expiry of the license. The Licensor shall give the necessary No Objection and/or consent to enable the Licensee to obtain the separate telephone lines, leased lines and other telecom infrastructure.
- 1.9 The Parties agree that on the basis of the express assurances and undertakings mentioned herein the Licensor has agreed to grant to the Licensee, the present licence to use and occupy the Licensed Premises.

- 1.10 The Licensee shall be allowed for use by it and its officers, agents, staff, employees, suppliers, customers and bona fide visitors Ten (10) car parking spaces for parking in front of the Licensed Premises and an additional Ten [10] Car parking spaces located in the vicinity reserved exclusively for the Licensee and its officers, agents, staff, employees, suppliers, customers and bona fide visitors.

Article 2 — Licence Fee

The Licensee shall pay to the Licensor during the term of this Agreement a monthly licence fee or compensation of Rs.2,03,600/- (Rupees Two Lakh Three Thousand Six Hundred only) (the "Licence Fee") less deduction on account of income-tax deductible at source under the provisions of Income-Tax Act, 1961 and Rules made thereunder, as applicable.

Article 3 — Licensee's Obligations

- 3.1 The Licensee shall pay the Licence Fee in advance on or before the 7th day of each English calendar month.
- 3.2 The Licensee shall observe, perform, conform and comply with and carry out at its own cost in so far as the Licensed Premises are concerned, terms and conditions thereof and provisions, requirements of such acts, rules, regulations, notifications and notices which may, from time to time, be or made applicable or may be issued and certified in respect of the Licensed Premises by Union of India, State of Maharashtra, Municipal Corporation of Greater Mumbai and/or any local or public authority (except such of the provisions and requirements thereof as may involve structural alteration in the Licensed Premises or any part thereof) and shall, at all times indemnify and keep always indemnified the Licensor from and against all liabilities, costs, charges and expenses in respect of non-observance, non-performance and non-compliance thereof.
- 3.3 The Licensee will keep the interior of the Licensed Premises and every part thereof including doors, windows, shutters, pipes, including existing false ceiling, air conditioning ducting etc., and all additions and improvements therein and thereto in good and substantial repair and condition, (subject to reasonable wear and tear) save and except any such items as have been removed with prior approval of the Licensor.
- 3.4 In the event, the Licensee as a corporate entity, undertakes any restructuring resulting in formation of subsidiaries of the Licensee, the Licensee may be permitted to extend the use and occupation of the Licensed Premises to such of its subsidiaries so far as the such subsidiaries are in the same line of business as the Licensee and that the permission by the Licensor to extend the use and occupation of the Licensed Premises is at the absolute discretion of the Licensor and with the Licensor's prior express written consent which consent shall not be unreasonably withheld. Provided however, the Licensee shall promptly notify the Licensor of the use of the Licensed Premises by such subsidiaries.
- 3.5 The Licensee shall use the Licensed Premises without in any manner disturbing and/or interfering with the activities and business of the

Licensor or its associates or its subsidiary companies or any other persons authorised by the Licensor in that regard.

- 3.6 The Licensee shall take all steps reasonably deemed necessary for protecting the Licensed Premises
- 3.7 The Licensee shall take utmost care in using the Licensed Premises and shall use the Licensed Premises only for the business of the Licensee and in a lawful manner and for no other purpose.
- 3.8 The Licensee shall keep the Licensed Premises and every part thereof in clean and tidy condition. The Licensee shall not keep anything in or around the Licensed Premises, which shall always be kept un-littered and clean.
- 3.9 The Licensee or its representatives shall not in any manner prevent the Licensor or any other person authorised by the Licensor from using the common facilities and things used in common with the Licensor or any other person or occupiers authorised by the Licensor.
- 3.10 The Licensee shall not do any act, deed, thing and matter which would constitute a breach of any statutory requirements and which would adversely affect the Licensed Premises or any part thereof or the rights of the Licensor.
- 3.11 The Licensee shall at its own cost provide fire safety equipment on the Licensed Premises. In so far as the compliance with the provisions of the Maharashtra Fire Prevention and fire safety laws is concerned the Licensee shall at its own cost provide all the fire safety equipments and take all steps necessary to ensure compliance with the provisions of such laws as may be applicable in this regard.
- 3.12 The Licensee agrees, confirms and undertakes to bear/reimburse all costs, charges and expenses relating to stamping and registration of this Agreement and its duplicate in their entirety, and shall extend all cooperation to the Licensor in getting the said Agreement registered. However, each Party shall bear its own legal costs.

Article 4 — Licensor's Representations/Warranties

- 4.1 The Licensed Premises have been constructed in accordance with the sanctioned plans, rules and regulations as prescribed and in compliance with the approvals granted by the concerned authorities in this regard.
- 4.2 The Licensor shall duly obtain the occupation certificate certifying that the Licensed Premises is fit for office use and occupation.
- 4.3 The Licensor is the sole and absolute owner and has proper title to the Licensed Premises, and is not restricted in any manner whatsoever from granting the Licensed Premises on Leave and Licence basis to the Licensee in the manner contemplated in this Agreement. Further, the Licensor shall prior to the occupation of the Licensed Premises by the Licensee, obtain all necessary approvals or permissions as may be required to be obtained including from any government or regulatory authority, building association or society permitting it to grant the Licensed Premises on leave and licence basis to the Licensee.

- 4.4 The Licensee will not be liable for any charges or outgoings in respect of the Licensed Premises prior to the effective date of commencement of the Licensed Agreement.
- 4.5 The Licensor shall take all reasonable steps to assist the Licensee for facilitating the installation of telecommunications infrastructure including telephone lines, leased lines, Satellite Dish, VSAT's /RF Masts etc. by the Licensee or on its behalf.

Article 5 — Licensee Responsibilities

- 5.1 The Licensee or any other person dealing for/through it shall be responsible for compliance of various statutory laws, as applicable and rules made thereunder, including but not limited to labour related legislations with regard to licensees business. The Licensee further covenants that it shall indemnify and keep the Licensor indemnified against any claims, demands, costs, charges, expenses, losses, whatsoever that may arise in connection with the Licensed Premises on account of any wilful contravention/ breach by the Licensee, except by an act of God, natural calamities or perils or any person dealing for/through it of any regulations and laws for the time being in force.
- 5.2 The Licensee herein represents, confirms and states that its paid up capital is in excess of Rs.1,00,00,000/- (Rupees One Crore Only) and, therefore, the provisions of the newly introduced Maharashtra Rent Control Act, 1999, shall not apply to this Agreement. The Licensee hereby undertakes that as long as the Leave & Licence Agreement with the Licensor is in force, it will not reduce its paid up capital or take any action which is likely to result in the reduction of its paid up capital. In the event the Licensee desires or determines to reduce its paid up capital below Rs 1,00,00,000 or such statutory limits as may be fixed by the Maharashtra Rent Control Act, 1999 the Licensee shall immediately inform the Licensor of such decision or desire to reduce the paid up equity capital. Upon such notification, the provisions of Clause 9.1 below shall apply. Moreover, the Licensee acknowledges the right and entitlement of the Licensor to terminate this Agreement under the aforesaid circumstances and therefore represents, confirms and states that in the event the Licensor seeks to terminate this Agreement, in such an eventuality, the Licensee shall hand over peaceful and vacant possession of the Licensed Premises to the Licensor within 30 days after being served a written notice by the Licensor and the Licensee shall not raise a claim for protection under the Maharashtra Rent Control Act, 1999, against the Licensor in respect of the Licensed Premises.
- 5.3 The Licensee shall be responsible for complying with all pertinent bye-laws, rules and regulations for the time being in force in respect of the changes made by the Licensee inside the Licensed premises the Licensee may deem fit for full enjoyment of the Licensed Premises.

Article 6 — The Licensee not to assign, transfer, etc.

It is expressly agreed by and between the Parties that this Agreement shall be deemed to be personal to the Licensee and the Licensee shall not assign, transfer or sublicense this Agreement. Further, this Agreement constitutes a non-transferable licence to the Licensee.

Article 7 — Licensor not liable to Licensee, its Directors, servants, etc., or to its property for injury/damages/loss

- 7.1 The Licensor shall not be liable to the Licensee, its Directors, officers, employees, servants, agents, invitees, visitors, customers or any other person using or at any time being upon the Licensed Premises or any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to them or to any goods or chattels brought by any person upon the Licensed Premises it being the intention of and agreed to between the Parties that the Licensee and other persons using the Licensed Premises shall use the same solely at the risk of the Licensee, provided that, such injury, damage, loss or inconvenience is not caused by the negligence of the Licensor, its employees or agents.
- 7.2 It is expressly agreed by the Licensee that the Licensor or its servants or agents shall not be liable for any loss, accident, damage that may be caused to Licensee or to its personnel or property whilst using the Licensed Premises as herein mentioned, either by accident or otherwise, either directly or indirectly or vicariously.

Article 8 — Licensor's Obligations and Responsibilities

- 8.1 The Licensor shall provide the Licensee for its operation at its own cost:
- (a) Water: Requisite water connection from the municipal corporation. The charges for consumption of water will however be borne by the Licensee as per actual metered consumption at prevailing rates. The Licensee shall be obligated to pay the said charges within 07 days of the Licensor's making a written request to the Licensee on this behalf
- (b) Power: With a view to enable the Licensee to put up and operate lights, fans, split/ windows/ central air-conditioning and other electrical, mechanical and electronic equipment, computers, peripherals, fittings and apparatus, as the Licensee may require, the Licensor shall allow the Licensee to make necessary application for power to the concerned authorities and avail of the power supply. The Licensor shall provide the necessary no objection for such application of power supply by the Licensee to the authorities. Any alterations or additions to the electrical installations, which the Licensee carries out, shall be intimated to the Licensor and the Licensee shall obtain necessary statutory approvals for the same.

The Licensee hereby agrees to bear all charges to be paid to the power supply company for making the power available to the Licensee in terms of these presents and for consumption of the electric power by the Licensee.

- 8.2 The Licensor shall continue to pay all municipal rates, taxes, cesses, charges (hereinafter referred to as "Taxes") as prevailing on the date of execution of this Agreement. Any future increase in the rates of taxes and outgoings aforesaid by the Municipal Corporation of Greater Mumbai subsequent to the first assessment as a Licensed Premises shall be shared equally by the Licensor and the Licensee. In other words the Licensee shall not be liable for any increase of taxes and outgoings if

such increase is attributable only to a change in the nature of assessment due to the License created in favour of the Licensee.

- 8.3 The Licensor or any other person dealing for / through it shall be responsible for compliance of various statutory laws, as applicable and rules made thereunder, including but not limited to labour related legislations. The Licensor further covenants that it shall indemnify and keep the Licensee indemnified against any claims, demand, costs, charges, expenses, losses, whatsoever that may arise on account of any contravention/ breach by the Licensor or any person dealing for/through it of any regulations and laws for the time being in force.
- 8.4 The Licensor agrees and undertakes that it shall not, during the subsistence of this Agreement and during the period the Licensee is in occupation of the Licensed Premises assign, transfer, charge and encumber or otherwise dispose of the Licensed Premises or any part thereof without securing the interest of the Licensee in the Licensed Premises, it being clearly understood that the right of the Licensor to transfer and charge the Licensed Premises is subject to the Leave and Licence Agreement and/or any other arrangements or agreements between the Parties.
- 8.5 If the whole or any portion of the Licensed Premises shall, at any time, be destroyed or damaged, so as to be rendered inaccessible or uninhabitable, in whole or in part, other than due to the fault of the Licensee or if as a result of any of the force majeure events as mentioned in Article 13 the Licensee is prevented from gaining free and unobstructed access to the Licensed Premises, then the license fee to be paid hereunder or appropriate portion thereof according to the nature and extent of the impediment to occupancy shall cease and be suspended proportionately until the Licensed Premises shall be rendered fit and accessible for use and occupation by the Licensee. However, if the Licensed Premises is not fit for use and occupation or continues to remain unfit for use and occupation by the Licensee or if the Licensee is prevented from gaining free and unobstructed access to the Licensed Premises for a period of 90 days, then the Licensee shall upon the expiry of the said 90 day period be entitled to terminate this Agreement by giving to the Licensor 07 days notice in writing.
- 8.6 The Licensor shall permit the Licensee the use and occupation of the Licensed Premises during the period of License herein created without any hindrance / eviction interruption and / or disturbance, claim or demand whatsoever by the Licensor or any person claiming by from under or in trust for the Licensor, save and except in the event of termination or prior determination under Article 9 below.
- 8.7 The Licensor shall keep the area surrounding the Licensed Premises and its approaches in clean and tidy condition.
- 8.8 The Licensor shall always be liable to make good the exterior and structure of the Licensed Premises including walls, drainage and roof by carrying out necessary repairs or renovations within its statutory common duty of care.

Article 9 — Termination, post-termination obligations

- 9.1 Either Party (“non defaulting party”) shall be entitled to terminate this Agreement in the event of the other party (“defaulting party”) committing a material breach of the terms, conditions and covenants contained in this Agreement to be observed and performed by the defaulting party by giving 30 days advance notice in writing and if the defaulting party rectifies the breach and informs the non defaulting party in writing about the same within the said period of 30 days then the notice will cease to be effective. However, if the defaulting party is unable to rectify the breach within the period of 30 days, then this Agreement shall, at the option of the non-defaulting party, stand terminated. Provided if this agreement is terminated by the Licensor being the non-defaulting party then the Licensee shall be liable to pay the Licensor a sum equal to six months compensation. Further, in the event the Licensee informs the Licensor of its decision or desire to reduce its paid up capital below Rs.1,00,00,000/- or such statutory limits as may be fixed by the Maharashtra Rent Control Act, 1999, as provided in Clause 5.2, the Licensor shall be entitled to (but not obligated to) terminate this Agreement by giving 30 days notice in writing to the Licensee, it being the express intention of the Parties that the Licensee shall under no circumstances seek protection under the Rent Control Act, and that the Licensee shall hand over vacant and peaceful possession of the Licensed Premises 30 days after the Licensor serves the Licensee with notice of termination as provided hereinbefore.
- 9.2 Notwithstanding anything contained in Clause 8.5, the Licensee shall have the option to terminate the licence by giving 180 days advance notice in writing to the Licensor without assigning any reason whatsoever, at any time during the license period, as stated in Article 1.1 above. It is clarified that the Licensor’s right to terminate this Agreement on account of breach on the part of the Licensee of any terms and conditions and covenants contained herein to be observed and performed by the Licensee by giving 30 days notice in writing as stated in 9.1 above shall not be affected.
- 9.3 Notwithstanding anything contained in Articles 9.1 and 9.2 above, it is hereby agreed and declared that if the Licensee passes a resolution for voluntary winding up or if it is unable to pay its debts or compromises with its creditors or if a receiver of its property is appointed or if a petition filed under the Companies Act, 1956 for winding up of the Licensee is successful or if the Licensee voluntarily becomes the subject of proceedings under any bankruptcy or insolvency, or if the Licensee takes or suffers action for its reorganization, or it’s liquidation or dissolution except when such event(s) is within the Entities of the Licensee, or the Licensee becomes or is declared a sick company under the Sick Industrial Companies Special Provisions Act, 1985, then and in any of such events this Agreement shall at the absolute option of the Licensor stand terminated and thereupon the Licensee or the person or persons or authority in whom the estate of the Licensee may be vested shall hand over charge of Licensed Premises to the Licensor forthwith, failing which the Licensor shall be entitled to re-enter the Licensed Premises or any part of the Licensed Premises.
- 9.4 On the expiry or earlier termination of this Licence, the Licensee shall, within not more than 30 days of such expiry or termination, remove its employees and servants and all its and their belongings, chattels, articles and things, whether or not affixed to the Licensed Premises (hereinafter

called the “said Goods”) from the Licensed Premises, and vacate and hand over the Licensed Premises to the Licensor in the same good order and condition in which they were at the time when the Licensee entered into the Licensed Premises, subject to reasonable wear and tear attributable to normal use for the business of the Licensee and as provided in Article 1.5 above.

- 9.5 Subject to 9.4 above and the other provisions of this Agreement it is expressly agreed between the Parties hereto that occupation of the Licensed Premises by the Licensee immediately after expiry or sooner determination/ termination of this Agreement shall be an act of trespass and the Licensee shall pay to the Licensor a sum of 50,000/- (Rupees fifty thousand only) per day for occupying the premises in excess of the one month provided in 9.4 above. If this wrongful occupation continues beyond the first 60 days after such termination/early determination of this Agreement, the sum will double every month thereafter, till such occupation continues until such time the amount rises to Rs.200,000/-per day (Rupees two lakh only). This right will be without prejudice to other remedies available to the Licensor in law.

Article 10 — No other rights, tenancy, etc.

- 10.1 It is expressly agreed between the Parties that except what is stated herein the Licensee shall not have any right of whatsoever nature into and upon the Licensed Premises or the area surrounding thereto and it shall not at any time claim any rights of whatsoever nature into and upon the Licensed Premises or the area surrounding thereto.
- 10.2 Nothing herein contained shall be construed as creating any right, interest, easement, lease, tenancy, sub-tenancy, deemed tenancy or transfer of enjoyment in favour of the Licensee in or over or upon the Licensed Premises (or any part thereof) or transferring any interest therein in favour of the Licensee other than the licence granted to the Licensee in accordance with the terms herein contained and the rights of the Licensee under this Agreement and the Licensee agrees and undertakes that no such contention shall be made by the Licensee at any time.
- 10.3 Without prejudice to its rights and remedies elsewhere provided in this Agreement if a statutory amendment is made or announced to the Maharashtra Rent Control Act, 1999 (the “ Rent Act”) or any other statute or law for the time being in force which, or if the Rent Act is repealed and another rent control statute is enacted in its place which amendment, repeal or re-enactment, in the exclusive opinion of the Licensor is likely to prejudice its rights under or by virtue of this Agreement or otherwise, the Licensor and the Licensee agree to amend/modify this Agreement so that each of the rights, of the Licensor and the Licensee, as contained in this Agreement is maintained/continued. It is an express intention of the Parties hereto that the Licensor shall be and shall always be deemed to be in exclusive possession and in full charge and control of the Licensed Premises at all times and that the Licensor shall as stated above at all times by giving reasonable notice to the Licensee shall have full, free and unobstructed entry into the Licensed Premises and only a mere right of user as per this Agreement is given to the Licensee.

Article 11 — Severability

In the event that any provision of this Agreement should be found to be invalid or illegal under the applicable law, such provision shall be deemed to be omitted to the extent of such invalidity or illegality, and the other provisions of this Agreement shall remain valid and in force, and shall continue to govern the relationship between the Parties.

Article 12 — Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by mail, at the following addresses of the Parties:

- i) To the Licensor at its Registered office mentioned herein, and
- ii) To the Licensee at
 - a) The Licensed Premises and
 - b) Its registered office

Notice shall be deemed to be given on the seventh business day after such notice is mailed, if sent by registered mail. Any notice shall commence on the day such notice is deemed to be given.

A Party may change its address for purposes hereof by notice to the other Party.

Article 13 — Force Majeure

Neither Party shall be liable to the other Party for failure to perform its obligations hereunder due to the occurrence of any event beyond the control of such Party and affecting its performance including, without limitation, governmental regulations, orders, administrative requests, rulings or orders, acts of God, war, war-like hostilities, civil commotion, riots, epidemics, fire or any other similar cause or causes.

Article 14 — Governing Law

It is declared and confirmed by the Parties hereto that what is recorded in this Agreement reflects the true intention of the Parties and neither Parties shall contend to the contrary. This Agreement shall be governed and construed in accordance with the laws of India.

Article 15 — Headings

The descriptive words or phrases at the head of the various articles and sections hereof are inserted only as a convenience and for reference. They are in no way intended to be a part of the Agreement or in no way define, limit or describe the scope or intent of the particular article or section to which they refer.

Article 16 — Waivers

The failure with or without intent of any Party hereto to insist upon the performance by the other of any term or provision of this Agreement in strict conformity with the literal requirements hereof shall not be treated or deemed to constitute a modification of any term or provision hereof, nor shall such failure or election be deemed to constitute a waiver of the right of such Party at any time whatsoever thereafter to insist upon performance by the other strictly in accordance with any term or provision hereof; all terms, conditions and obligations under this Agreement shall remain in full force and effect at all times during the term of this Agreement except as otherwise changed or modified by mutual written agreement of the Parties hereto.

Article 17 — Jurisdiction

The Parties expressly agree, that only the competent courts of jurisdiction at Mumbai shall have exclusive jurisdiction in all matters arising hereunder.

Article 18 — Arbitration

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any of the provisions of this Agreement or regarding any question including the question as to whether the termination of the Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such disputes amicably. In case of failure of the Parties to settle such disputes within thirty days, either Party shall be entitled to refer the disputes (if legally possible) to arbitration. The arbitration shall be conducted by a sole Arbitrator mutually appointed, or in case of disagreement as to the appointment of a sole Arbitrator, by three (3) Arbitrators of which each Party shall appoint one (1) Arbitrator and the third Arbitrator shall be appointed by the two appointed Arbitrators. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of the arbitration proceedings shall be in English. The provisions of this Article 18 shall survive the termination of this Agreement for any reason whatsoever. The place of Arbitration is Mumbai.

SCHEDULE OF THE PROPERTY

An area of 20,360 sq. ft. lying and situate at the Upper Floor of the said Building (Industrial Shed) No. 10 on Survey Nos. 57 (pt) of village Vikhroli, corresponding to CTS No. 7 [pt] and 67 [pt], Mumbai. The above property is bounded by:

Due North: Boundary wall of Godrej & Boyce Mfg. Co. Ltd.
Due South: Internal road of Godrej and Boyce Mfg. Co. Ltd.
Due East: Internal road of Godrej and Boyce Mfg. Co. Ltd.
Due West: Office Structure Plant No. 10

IN WITNESS WHEREOF the Parties have executed these presents (in duplicate) on the day and the year first herein above written.

Signed & Delivered by the within named
Licensor, GODREJ & BOYCE MANU-
FACTURING COMPANY LIMITED,
through its duly Constituted Attorney,
Mr. Maneck H. Engineer, in the
presence of :

/s/ Maneck H. Engineer

- 1.
- 2.

Signed & Delivered by the within named
Licensee, WNS Global Services Pvt. Ltd.
through its Authorised Representative,
Mr. Zubin Dubash
in the presence of :

/s/ Zubin Dubash

1. Riddhish Purohit
- 2.

/s/ Riddhish Purohit

LEAVE AND LICENCE AGREEMENT

This Leave and Licence Agreement (the "Agreement") is made at Mumbai on 29th Dec 2006 BETWEEN

1. Sofotel Software Services Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 10-B, Bakhtawar, Nariman Point, Mumbai 400021 (hereinafter referred to as the "Licensor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of One Part.

AND

2. WNS Global Services Private Limited, a company incorporated under the Companies Act, 1956, and having its office at Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W) Mumbai 400 079, (hereinafter referred to as the "Licensee") of the Other Part.

("Party" or "Parties" shall have individual or collective reference to the Licensor and the Licensee)

WHEREAS

- A. The Licensor has the absolute right to use, occupy, possess, and enjoy the entire building known as the Commercial Office Building (the "Building") (along with its common areas and exclusive car parking spaces) situated on plot No. 192B and which is more particularly described in the Plan annexed hereto as **Annexure A**.
- B. The Licensee has requested the Licensor to grant to the Licensee the use of the office premises on the lower ground floor, ground floor of the Building having, *inter-alia*, an aggregate area admeasuring 36,500 sq.ft or thereabouts (the "Premises"), on a leave and licence basis and the Licensor has agreed to grant such permission to the Licensee by way of leave and licence for the period, at the consideration and upon the terms and conditions as hereinafter mentioned.

NOW THEREFORE THE PARTIES AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. GRANT OF LICENCE AND TERM OF THE AGREEMENT

The recitals contained herein shall be deemed to constitute an integral operative part of this Agreement.

- 1.1 In consideration of the licence fees hereinafter reserved and of the rights and the covenants of the Licensee hereinafter contained, the Licensor hereby agrees to grant to the Licensee and the Licensee hereby agrees to take on leave and licence the Premises for a term of 60 months commencing from 1 January, 2007 (the "Effective Date") on the terms and conditions herein contained. The Licensee shall be entitled to use the furniture, fixtures and fittings lying in the Premises, a list of which is annexed hereto and marked **Annexure B**.
- 1.2 The Licensor hereby confirms that in view of the licence granted by this Agreement the directors, employees, servants, staff, agents and the *bonafide* visitors of the Licensee shall be permitted and shall be at liberty to enter and use the Premises for the purpose of the Licensee's business.
- 1.3 The Licensor shall, on the Effective Date, hand over to the Licensee physical possession of the Premises and a set of duplicate key(s), which would permit the Licensee to gain access to the Premises and all other areas in and around the Premises.

2. CONSIDERATION

- 2.1 In consideration of the licence hereby granted by the Licensor to the Licensee for the Premises and the Services to be rendered by the Licensor under Clause 6 hereunder, the Licensee hereby agrees to pay to the Licensor licence fees at the rate of Rs. 16,61,415 (Rupees Sixteen lakh sixty one thousand four hundred and fifteen only) per month (the "Licence Fees") for a period of thirty six (36) months commencing the Effective Date where after both parties shall mutually agree to an escalation of License Fees which in no event, shall exceed fifteen (15) percent of the License Fees and such mutually agreed escalated Licence Fees shall be payable by the Licensee to the Licensor for the balance of the licence period i.e. twenty four (24) months. It is clarified that except for the Licence Fees, the Licensee shall not be liable to pay any

further fees, service charges, rentals, maintenance, water charges, municipal taxes or any pre-quantified annual/monthly maintenance charges to the Licensor or any other third party in relation to the Premises and the Licensor acknowledges that the due payment of the Licence Fees forms the sole and adequate consideration for the licence granted herein and the Services to be rendered by the Licensor under Clause 6 hereunder. It is hereto agreed between the Parties that the Licensee shall have the exclusive right to use only in the manner in which such common areas in any building are normally put to use and in keeping with the decor / layout of the Building, the common areas of the Premises that have been demarcated in the plan annexed hereto as **Annexure A** (the "Common Areas") without payment of any additional licence fees or rentals.

- 2.2 The Licence Fees shall be payable in advance by the Licensee monthly, on or before the 5th (fifth) day of each month for that month's use. The Licensor hereby covenants with the Licensee that upon the Licensee paying the Licence Fees on or before the date mentioned herein, in the manner herein provided and by observing and performing the covenants, conditions and stipulations herein contained, the Licensee shall be permitted unimpeded use and occupation of the Premises during the period of the Licence herein created.
- 2.3 The Licensee shall withhold taxes on all amounts due and payable to the Licensor as may be required under the Income Tax Act, 1961 or any other law as may be applicable and shall make payments to the Licensor subject to such taxes being withheld. The Licensee shall periodically and always within a reasonable time provide the Licensor with the relevant TDS certificates in respect of the aforesaid tax deductions.
- 2.4 The Licensee shall, during the term of this Agreement, pay all regular outgoings in respect of the Premises. These shall include the charges for electricity consumed based on the reading of the meter installed in that behalf within the period stipulated in the bill issued by the supplier of electricity to whom the payment shall be directly remitted by the Licensee. The Licensor undertakes to forward to the Licensee the bills for such electricity supply, if at all the Licensor receives such bills. It shall however not be the Licensor's responsibility to track and ensure the receipt of the bills by the Licensee whose responsibility it shall be to ensure that the electricity bills are always paid regularly.

3. SECURITY DEPOSIT

- 3.1 On or before the execution of this Agreement, the Licensee shall deposit with the Licensor a sum of Rs. 16,61,415 (Rupees Sixteen lakh sixty one thousand four hundred and fifteen only) as an interest free security deposit (hereinafter referred to as the "Security Deposit"). On completion of the initial thirty six (36) months as per clause 2.1, the security deposit would increase proportionately with the license fee.
- 3.2 The Licensor shall repay to the Licensee the Security Deposit upon the expiry or sooner determination of the licence period as provided herein simultaneously upon handing over of vacant Premises (duly debonded) by the Licensee to the Licensor. As provided herein or on the settlement of any outstanding bills in respect of the premises payable by the Licensee hereunder, whichever is earlier, provided that the Licensee removes themselves their belongings, equipment, furniture and fixtures

from the premises and hands over the vacant possession of the premises (duly debonded) by the licensor forthwith upon such expiry an/determination.

- 3.3. If the Licensor fails to refund the Security Deposit or any part thereof for any reason whatsoever, the Licensee shall, without prejudice to its right to recover the Security Deposit or any part thereof or to any legal remedy available to it, be entitled to claim from the Licensor interest calculated at the rate of 2% per month on outstanding Security Deposit or any part thereof, calculated till the date of actual payment of the said amount.

4. LICENSEE'S COVENANTS

The Licensee hereby agrees, undertakes and covenants with the Licensor as follows:

- (a) that within the Premises, including the Common Areas within the Building the Licensee shall keep the interior walls, floors, ceiling, doors, windows, electric fittings and installations and water connections in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted);
- (b) that upon the expiration or sooner determination of this Agreement, the Licensee shall remove from the Premises, all such furniture and fittings belonging to the Licensee without in any way damaging the Premises;
- (c) that upon the expiry of the period of the licence or sooner determination of this Agreement, the Licensee shall forthwith vacate the Premises and hand over vacant and peaceful possession of the Premises (duly debonded) to the Licensor;
- (d) that the Licensee shall promptly notify the Licensor of any notice received by the Licensee in respect of the Premises;
- (e) that subject to Clause 10.1 hereto, the Licensee shall not have any right to transfer, assign, mortgage or part with possession of the Premises or create any third party rights therein in any manner whatsoever;
- (f) that the Licensee shall keep all articles, furniture, fixtures, vehicles or valuables in the Premises at its own risk in all respects and the Licensee shall not hold the Licensor responsible or liable for any damage to the same or any loss due to theft etc. provided that such damage, loss or theft is not caused by the negligence of the Licensor, its employees or agents;
- (g) that the Licensee shall permit the Licensor's authorised representatives to inspect the Licensed Premises during the day upon providing reasonable prior notice in that behalf of at least 3 (three) working days to the Licensee;
- (h) that the Licensee agrees that it shall not undertake any activity which would be contrary to the terms and conditions of this Agreement or which would otherwise adversely affect the Licensor's right, title or interest in respect of the Premises;

- (i) that the License shall bear all running costs incurred in the operation of all back to back standby diesel generators installed by the Licensor pursuant to Clause 5 (c) of this Agreement.

5. LICENSOR'S COVENANTS

The Licensor hereby agrees, undertakes and covenants with the Licensee as follows:

- (a) that upon the Licensee observing and performing the stipulations and covenants herein contained to be observed and performed by it, the Licensee shall during the period of this Agreement, use and occupy the premises without interference from the Licensor or any person or persons claiming under or through it.
- (b) that the Licensor has the sole and absolute possession of the Premises, has proper title to the Premises and has the full power and absolute right and authority to grant unto the Licensee the Premises to use the same for its business activities.
- (c) that there is no mortgage, charge, encumbrance, impediment or restraint or injunction against the Licensor or in respect of the Premises that would in any way affect the Licensee's rights under this Agreement. Further, the Licensor undertakes that it shall not, during the subsistence of this Agreement, create any charge, mortgage or other encumbrance over the Premises or assign, transfer or otherwise deal with the Premises in such a manner so as to prejudice the rights of the Licensee hereunder.
- (d) that it has obtained comprehensive insurance policy/ies designed to cover all risks associated with the Premises and shall provide a copy of such insurance policy/ies to the Licensee on the date of execution hereof. The Licensor further undertakes that it shall duly and promptly pay all premiums / fees in connection with the said insurance policy/ies during the subsistence of this Agreement.
- (e) that the Licensor shall, install back to back standby diesel generators to enable the said generators to generate adequate power and support for the entire Premises including the electricity requirements of the Licensee
- (f) subject to Clause 6, that the Licensor shall bear all the expenses towards maintenance and upkeep in relation to the air-conditioning provided by the Licensor.
- (g) subject to applicable local and municipal regulations, that the Licensee shall be entitled to put up nameplates and signages in respect of its business at such places in the Premises as may seem appropriate to the Licensee;
- (h) that the Licensor shall, in the event of termination/expiry of this Agreement, and simultaneously upon the peaceful vacation of the Premises (duly

debonded) by the Licensee, refund to the Licensee the whole of the Security Deposit subject to and as provided in Clause 3.2 above;

- (i) that the Licensor has obtained all the requisite statutory approvals in relation to the Premises and that the occupation and use of the Premises by the Licensee is in consonance with such approvals. Further, the Licensor represents and warrants that it shall ensure that the requisite statutory approvals and permits in relation to the Premises and use and occupation thereof remain in force at all times during the subsistence of this Agreement;
- (j) that the Licensor, has obtained all requisite corporate and other approvals in relation to the license of the Premises to the Licensee as contemplated herein and further that the execution of this Agreement shall not result in any violation of any law or any agreement between the Licensor and any third party or otherwise contravene any third party rights;
- (k) that the Licensor shall keep the Building's exterior and the Common Areas around the Building in good repair and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted). However, any damage to the premises resulting from the exceptions mentioned herein shall not relieve the obligation of the Licensor to make best endeavor to repair the Premises at the earliest if such damage has resulted in interruption wholly or partially of the conduct of business activities of the Licensee;
- (l) that the car parking spaces within the Building but separately demarcated for the Premises shall be reserved exclusively for the Licensee and that it shall take all necessary steps to ensure that no third party uses or encroaches upon the same.

6. SERVICES

6.1 The Licensor shall with effect from the Effective Date provide the Licensee and their employees during the tenure of the Agreement, the following facilities and amenities (the "Services"):

- (a) Security arrangements in respect of the common areas outside the Building and in the parking areas.
- (b) Maintenance and upkeep of the common area around the Premises and the Building. Without prejudice to the generality of the foregoing the Licensor shall, at all times during the subsistence of the Agreement, keep the common area around the Premises and the Building clean and hygiene and in a good state of repair including but not limited to provision of water disposal services, re-painting the exterior of the Premises, maintenance and upkeep of the common areas within/around the Premises, maintenance and upkeep of the lift, arranging for regular pest control, water tank cleaning, upkeep and maintenance of the garden around the Premises and subject to Clause 6.1 (c) hereunder undertaking any major repairs or structural changes/modifications to the premises as may be required.

- (c) The Licensor shall obtain the prior written permission of the Licensee before undertaking any major repairs or structural changes/modifications to the Premises, which are likely to interfere with the peaceful enjoyment and day-to-day activities of the Licensee.
- (d) The Licensor shall ensure that all water and electricity connections and sewage and waste disposal facilities in the common areas, as described in **Annexure A** hereto, are kept in a good state of repair.
- (e) The Licensor shall at the request of the Licensee demarcate slots for the purpose of car parking and paint the said facility so that the slots are clearly visible. The Licensor shall also maintain the car-parking slots and ensure that no third party encroaches upon the same. The access to the car park facility shall be available exclusively to the Licensee and their employees, representatives, designees and *bonafide* visitors at all times during the tenure of the Agreement.
- (f) The Licensor shall permit lorries and other vehicles for transporting the Licensee's goods and material to enter the Building premises.
- (g) The Licensor shall provide suitable space in the Building for the installation of any satellite antenna or microwave tower and ancillary equipment that the Licensee may be desirous of erecting and duct space enabling the connection of the said antenna or tower or ancillary equipment to any area within the Premises. It is hereby clarified that any statutory or regulatory approvals required for the erection or operation of the aforesaid antenna or tower shall be obtained by the Licensee at its cost and the Licensor shall render to the Licensee all reasonable assistance that Licensee may request in that behalf.
- (h) The Licensor shall be responsible for the provision of satisfactory fire fighting facilities including but not limited to the provision and maintenance of fire hydrants within/around the Premises and periodical statutory testing/certification of equipment in accordance with the local rules/regulations as may be prevalent/issued by the Pune Municipal Corporation.
- (i) The Licensor shall ensure that it provides adequate water storage facilities for the Premises, meeting the total requirements and for the exclusive utilisation of the Licensee.

6.2 The Licensor shall ensure that the Services shall not interfere or impede the Licensee's peaceful enjoyment and use of the Premises.

7. NOTICES

7.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by postage prepaid registered airmail or by nationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- (a) In the case of notices to the Licensor:

Address: Sofotel Software Service Pvt. Ltd.
10B, Bakhtawar, Nariman Point
Mumbai 400 021
Fax: +91 22 2202 0359
Attn.: Mr. Deepak Desai
E-mail: sofotel@vsnl.net

(b) In the case of notices to the Licensee:

Address: WNS Global Service Pvt. Ltd.
Plant 10, Godrej & Boyce Complex
Pirojshanagar, Vikhroli (W)
Mumbai 400 079
Fax: +91 22 5518 8960
Attn: Mr. Neeraj Bhargava
E-mail: neeraj.bhargava@wnsgs.com

With a copy of the notice to:

Address: WNS Global Services (P) Ltd.
Sofotel Building
National Games Road
Yerwada, Pune 411 006
Fax: +91 20 5606 2801
Attn.: Ms. Sulakshana Patankar
Col. Anil Ummat
Email: sulakshana.patankar@wnsgs.com
anil.ummat@wnsgs.com

7.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

7.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 days prior written notice.

8. ARBITRATION

8.1 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, the Parties shall endeavor to settle such dispute amicably.

8.2 In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Parties or in case of disagreement as to the appointment of the sole arbitrator to a panel of three arbitrators with each Party nominating one arbitrator and the arbitrators so appointed appointing

the third arbitrator. The place of the court of arbitration shall be Mumbai. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.

- 8.3 The arbitrator's/arbitral panel's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in the court of law in Mumbai.
- 8.4 The provisions of this Clause shall survive termination of this Agreement.

9. TERMINATION

This Agreement shall be terminated only in the manner provided herein and on no other ground.

- 9.1 Licensee may terminate this agreement any time for convenience after giving a written notice of not less than twelve (12) months to the Licensor stating the Licensee's intention to terminate.
- 9.2 Either Party ("Non-defaulting Party") may terminate this Agreement in the event of a material breach by the other Party ("Defaulting Party") of any of its obligations under this Agreement, provided that a 90 day's written notice in that behalf is given to the Defaulting Party. Notwithstanding the foregoing, if the Defaulting Party remedies the breach to the satisfaction of the Non-defaulting Party within the said period of 90 days, the notice shall stand withdrawn and this Agreement shall continue to be valid and binding. Provided however, and notwithstanding anything to the contrary contained herein. If the Defaulting Party contends that no such breach has occurred and / or such breach has been remedied, and if the Defaulting Party invokes the arbitration clause contained herein, then and in such event, this Agreement shall not be terminated by the Non-Defaulting Party until the arbitral panel constituted under the provisions of Clause 8 above has held that the Defaulting Party did commit such material breach and / or did not remedy the same.
- 9.3 Notwithstanding anything contained in Clause 9.1 above, it is hereby agreed that if any of the following events occur:
- (i) If either party passes a resolution for voluntary winding up;
 - (ii) If a receiver is appointed by a court of law in respect of either Party's property;
 - (iii) If an order is passed by a competent court of law for winding up of either Party;
 - (iv) If either Party takes or suffers any action for dissolution or liquidation;
- this Agreement may be forthwith terminated as the option of the other Party which option is to be exercised in writing.
- 9.4 Upon the expiry or earlier termination of this Agreement, the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor.

10. RIGHT TO USE

- 10.1 Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in, over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and permissions granted herein to use and occupy the Premises as a licensee for the term of this Agreement. This licence is purely temporary for the period provided herein.
- 10.2 It is expressly agreed to between the Parties hereto that the Licensee shall not have any right whatsoever in respect of the Premises or the area surrounding thereto or any part thereof and it shall not at any time claim any rights whatsoever in respect of the Premises or the area surrounding thereto or any part thereof other than the right to enter upon and enjoy the use of the Premises or any part thereof as herein prescribed.
- 10.3 Upon the expiry or earlier termination of this Agreement the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor. The Licensee agrees and undertakes for itself and each of the persons aforesaid not to enter upon the Premises or commit trespass after the expiry or earlier revocation of this Agreement.
- 10.4 Upon the expiry or earlier termination of this Agreement and in the event the Licensee fails to vacate the Premises or any part thereof upon refund of the Security Deposits together with its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor, it is agreed that the Licensee shall pay to the Licensor Rs. 56,488 per day from the date of such default until such time as the Licensee vacates the Premises together with its employees, agents and representatives and their belongings and has handed over vacant possession thereof (duly debonded) to the Licensor. This is in addition to all other legal rights and remedies of the Licensor including the right of the Licensor to use reasonable force to prevent the Licensee or any person claiming under it from entering the Premises.

11. MISCELLANEOUS PROVISIONS

11.1 Assignment and Sub-license

It is expressly agreed by and between the Parties that juridical possession of the Premises shall be always that of the Licensor. The Licensee is granted a personal, non-transferable and non-assignable licence to use the Premises on the terms and conditions stated herein. Notwithstanding the foregoing the Licensee shall subject to prior written permission from the Licensor (which permission shall not be unreasonably withheld by the Licensor) be free to sublicense the Premises, provided granting of such a sub-license shall not discharge the Licensee of its obligations hereunder.

11.2 Relationship

Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and

permissions granted herein to use and occupy the Premises as the Licensee for the term of this Agreement.

11.3 Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.

11.4 Entirely

The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties after the execution of this Agreement and the understanding reached in view of the Previous Agreements and/or any other letters, agreements, addendums, supplemental agreements shall stand terminated from the Effective Date.

11.5 Partial Invalidity

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

11.6 Costs

All costs charges and expenses including but not limited to stamp duty, registration charges etc. payable in respect of this Agreement shall be borne by the Licensor, provided that as consideration for bearing the stamp duty and registration charges payable in respect of this Agreement, the Licensee shall pay such amount to the Licensor and in such manner as mutually agreed in writing by the Parties. Each Party shall bear and pay the professional costs of their respective consultants.

11.7 Governing Law

This Agreement and all other transactions executed in pursuance hereof shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY

/s/ C.K. Mehta

The within named '**LICENSOR**'

By the hand of Mr. C. K. Mehta

Director pursuant to Board Resolution dated 29th Nov '06

SIGNED AND DELIVERED BY

/s/ Col. Anil Ummat

The within named '**LICENSEE**'

By the hand of Col. Anil Ummat

V.P. Facilities & Administration pursuant to

Board Resolution dated 30th Nov. 2006

ANNEXURE — A

DESCRIPTION OF LICENCED PREMISES

Office premises admeasuring 36,500 sq.ft situated off Lower Ground Floor and Ground Floor of the Building known as 'SOFOTEL' constructed on the piece and parcel of the land bearing plot No. 192B situated at 'Deepak Complex', National Games Road, Yerwada Taluka Sub District of Haveli and within the Registration District of Pune, and situated within the limits of Pune Municipal Corporation Pune.

Annexure B

The List of Furniture & Fixture on the Ground Floor & Lower Ground Floor

| | | |
|-----|---|-----------|
| 1. | Work Stations with Runners | 119 nos |
| 2. | Cabins | 5 nos |
| 3. | Library Room With discussion table | 1 nos |
| 4. | Discussion Room with Table | 1 nos |
| 5. | Conference Room With Fixed Table | 2 nos |
| 6. | Interview Room with Table | 1 nos |
| 7. | Training Room | 1 nos |
| 8. | Server Room with False Ceiling | 1 nos |
| 9. | Chairs | 200 nos |
| 10. | Reception Table | 1 nos |
| 11. | Sofa Set | 2 nos |
| 12. | Speakers | 54 nos |
| 13. | Corner tables | 2 nos |
| 14. | Centre Table | 1 nos |
| 15. | Smoke Detectors | 31 nos |
| 16. | Electricals | |
| | • Twin Tube 40 Watt (Big Size) with Fittings | 122 Nos |
| | • Bulbs with fittings | - 135 nos |
| | • Picture Lamps | - 4 nos |
| | • 9 Watt PI Lamps fittings | - 43 nos |
| 17. | Air Conditioner | |
| | • 7.5 Tr— 3 nos split air conditioners | |
| | • 5 Tr — 1 No Split Air conditioner | |
| 18. | Venetian Blinds — Present on Windows across the floor Expect for Windows Towards BSNL building. | |
| 19. | Access Control System — To be activated by Zicom & confirm the working condition. | |
| 20. | Fire & Burglary Alarm System- To be activated by the Zicom & confirm the working condition. | |

LEAVE AND LICENCE AGREEMENT

This Leave and License Agreement (the "Agreement") is made at Mumbai on 29th Dec 2006

BETWEEN

1. Sofotel Software Services Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 10-B, Bakhtawar, Nariman Point, Mumbai 400021 (hereinafter referred to as the "Licensor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of One Part.

AND

2. WNS Global Services Private Limited, a company incorporated under the Companies Act, 1956, and having its office at Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W) Mumbai 400 079 (hereinafter referred to as the "Licensee") of the Other Part.

("Party" or "Parties" shall have individual or collective reference to the Licensor and the Licensee).

WHEREAS

- A. The Licensor has the absolute right to use, occupy, possess and enjoy the entire building known as the Commercial Office Building (the "Building") (along with its common areas and exclusive car parking spaces) situated on plot No. 192B and which is more particularly described in the Plan annexed hereto as **Annexure A**.
- B. The Licensee has requested the Licensor to grant to the Licensee the use of the office premises on the first floor of the Building having, *inter-alia*, an aggregate area admeasuring 35,930 sq. ft. or thereabouts (the "Premises") on a leave and licence basis and the Licensor has agreed to grant such permission to the Licensee by way of leave and licence for the period, at the consideration and upon the terms and conditions as hereinafter mentioned.

NOW THEREFORE THE PARTIES AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. GRANT OF LICENCE AND TERM OF THE AGREEMENT

The recitals contained herein shall be deemed to constitute an integral operative part of this Agreement.

- 1.1 In consideration of the licence fees hereinafter reserved and of the rights and the covenants of the Licensee hereinafter contained, the Licensor hereby agrees to grant to the Licensee and the Licensee hereby agrees to take on leave and licence the Premises for a term of 60 months commencing from 1 January, 2007 (the "Effective Date") on the terms and conditions herein contained.
- 1.2 The Licensor hereby confirms that in view of the licence granted by this Agreement the directors, employees, servants, staff, agents and the *bonafide* visitors of the Licensee shall be permitted and shall be at liberty to enter and use the Premises for the purposes of the Licensee's business.
- 1.3 The Licensor shall, on the Effective Date, hand over to the Licensee, physical possession of the Premises and a set of duplicate key(s), which would permit the Licensee to gain access to the Premises and all other areas in and around the Premises.

2. CONSIDERATION

- 2.1 In consideration of the licence hereby granted by the Licensor to the Licensee for the Premises and the Services to be rendered by the Licensor under Clause 6 hereunder, the Licensee hereby agrees to pay to the Licensor licence fees at the rate of Rs. 16,35,469 (Rupees Sixteen lakh thirty five thousand four hundred and sixty nine only) per month

(the "Licence Fees") for a period of thirty six (36) months commencing the Effective Date where after both parties shall mutually agree to an escalation of License Fees, which in no event, shall exceed fifteen (15) percent of the License Fees and such mutually agreed escalated License Fees shall be payable by the Licensee to the Licensor for the balance of the license period i.e. twenty four (24) months. It is clarified that except for the Licence Fees, the Licensee shall not be liable to pay any further fees, service charges, rentals, maintenance, water charges, municipal taxes or any pre-quantified annual/monthly maintenance charges to the Licensor or any other third party in relation to the Premises and the Licensor acknowledges that the due payment of the Licence Fees forms the sole and adequate consideration for the licence granted herein and the Services to be rendered by the Licensor under Clause 6 hereunder. It is hereto agreed between the Parties that the Licensee shall have the exclusive right to use only in the manner in which such common areas in any building are normally put to use and in keeping with the décor / layout of the Building, the common areas of the Premises that have been demarcated in the plan annexed hereto as **Annexure A** (the "Common Areas") without payment of any additional licence fees or rentals.

- 2.2 The Licence Fees shall be payable in advance by the Licensee monthly, on or before the 5th (fifth) day of each month for that month's use. The Licensor hereby covenants with the Licensee that upon the Licensee paying the Licence Fees on or before the date mentioned herein, in the manner herein provided and by observing and performing the covenants, conditions and stipulations herein contained, the Licensee shall be permitted unimpeded use and occupation of the Premises during the period of the Licence herein created.
- 2.3 The Licensee shall withhold taxes on all amounts due and payable to the Licensor as may be required under the Income Tax Act, 1961 or any other laws as may be applicable and shall make payments to the Licensor subject to such taxes being withheld. The Licensee shall periodically and always within a reasonable time provide the Licensor with the relevant TDS certificates in respect of the aforesaid tax deductions.
- 2.4 The Licensee shall, during the term of this Agreement, pay all regular outgoings in respect of the Premises. These shall include the charges for electricity consumed based on the reading of the meter installed in that behalf within the period stipulated in the bill issued by the supplier of electricity to whom the payment shall be directly remitted by the Licensee. The Licensor undertakes to forward to the Licensee the bills for such electricity supply, if at all the Licensor receives such bills. It shall however not be the Licensor's responsibility to track and ensure the receipt of the bills by the Licensee whose responsibility it shall be to ensure that the electricity bills are always paid regularly.

3. SECURITY DEPOSIT

- 3.1 On or before the execution of this Agreement, the Licensee shall deposit with the Licensor a sum of Rs. 16,35,469 (Rupees Sixteen lakh thirty five thousand four hundred and sixty nine only) as an interest free security deposit (hereinafter referred to as the "Security Deposit"). On completion of the initial thirty six (36) months as per clause 2.1, the security deposit would increase proportionately with the license fee.

- 3.2 The Licensor shall repay to the Licensee the Security Deposit upon the expiry or sooner determination of the licence period simultaneously upon handing over of vacant Premises (duly debonded) by the Licensee to the Licensor. As provided herein or on the settlement of any outstanding bills in respect of the premises payable by the Licensee hereunder, whichever is earlier, provided that the Licensee removes themselves their belongings, equipment furniture and fixtures from the premises and hands over the vacant possession of the premises (duly debonded) by the licensor forthwith upon such expiry an/determination.
- 3.3 If the Licensor fails to refund the Security Deposit or any part thereof for any reason whatsoever, the Licensee shall, without prejudice to its right to recover the Security Deposit or any part thereof or to any legal remedy available to it, be entitled to claim from the Licensor interest calculated at the rate of 2% per month on outstanding Security Deposit or any part thereof, calculated till the date of actual payment of the said amount.

4. LICENSEE'S COVENANTS

The Licensee hereby agrees, undertakes and covenants with the Licensor as follows:

- (a) that within the Premises, including the Common Areas within the Building the Licensee shall keep the interior walls, floors, ceiling, doors, windows, electric fittings and installations and water connections in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted);
- (b) that upon the expiration or sooner determination of this Agreement, the Licensee shall remove from the Premises, all such furniture and fittings belonging to the Licensee without in any way damaging the Premises;
- (c) that upon the expiry of the period of the licence or sooner determination of this Agreement, the Licensee shall forthwith vacate the Premises and hand over vacant and peaceful possession of the Premises (duly debonded) to the Licensor;
- (d) that the Licensee shall promptly notify the Licensor of any notice received by the Licensee in respect of the Premises;
- (e) that subject to Clause 10.1 hereto, the Licensee shall not have any right to transfer, assign, mortgage or part with possession of the Premises or create any third party rights therein in any manner whatsoever;
- (f) that the Licensee shall keep all articles, furniture, fixtures, vehicles or valuables in the Premises at its own risk in all respects and the Licensee shall not hold the Licensor responsible or liable for any damage to the same or any loss due to theft etc. provided that such damage, loss or theft is not caused by the negligence of the Licensor, its employees or agents;
- (g) that the Licensee shall permit the Licensor's authorised representatives to inspect the Licensed Premises during the day upon providing reasonable prior notice in that behalf of at least 3 (three) working days to the Licensee;

- (h) that the licensee agrees that it shall not undertake any activity which would be contrary to the terms and conditions of this Agreement or which would otherwise adversely affect the Licensor's right, title or interest in respect of the Premises;
- (i) that the Licensee shall bear all running costs incurred in the operation of all back to back standby diesel generators installed by the Licensor pursuant to Clause 5 (e) of this Agreement.

5. LICENSOR'S COVENANTS

The Licensor hereby agrees, undertakes and covenants with the Licensee as follows:

- (a) that upon the Licensee observing and performing the stipulations and covenants herein contained to be observed and performed by it, the Licensee shall during the period of this Agreement, use and occupy the Premises without interference from the Licensor or any person or persons claiming under or through it;
- (b) that the Licensor has the sole and absolute possession of the Premises, has proper title to the Premises and has the full power and absolute right and authority to grant unto the Licensee the Premises to use the same for its business activities;
- (c) that there is no mortgage, charge, encumbrance, impediment or restraint or injunction against the Licensor or in respect of the premises that would in any way affect the Licensee's rights under this Agreement. Further, the Licensor undertakes that it shall not, during the subsistence of this Agreement, create any charge, mortgage or other encumbrance over the Premises or assign, transfer or otherwise deal with the Premises in such a manner so as to prejudice the rights of the Licensee hereunder;
- (d) That it has obtained comprehensive insurance policy/ies designed to cover all risks associated with the Premises and shall provide a copy of such insurance policy/ies to the Licensee on the date of execution hereof . The Licensor further undertakes that it shall duly and promptly pay all premiums / fees in connection with the said insurance policy/ies during the subsistence of this Agreement;
- (e) that the Licensor shall install back to back standby diesel generators to enable the said generators to generate adequate power and support for the entire Premises including the electricity requirements of the Licensee;
- (f) subject to Clause 6, that the Licensor shall bear all the expenses towards maintenance and upkeep in relation to the air-conditioning provided by the Licensor;
- (g) Subject to applicable local and municipal regulations, that the Licensee shall be entitled to put up nameplates and signages in respect of its business at such places in the Premises as may seem appropriate to the Licensee;

- (h) that the Licensor shall, in the event of termination/expiry of this Agreement, and simultaneously upon the peaceful vacation of the Premises (duly debonded) by the Licensee, refund to the Licensee the whole of the Security Deposit subject to and as provided in Clause 3.2 above;
- (i) that the Licensor has obtained all the requisite statutory approvals in relation to the Premises and that the occupation and use of the Premises by the Licensee is in consonance with such approvals. Further, the Licensor represents and warrants that it shall ensure that the requisite statutory approvals and permits in relation to the Premises and use and occupation thereof remain in force at all times during the subsistence of this Agreement;
- (j) that the Licensor, has obtained all requisite corporate and other approvals in relation to the licence of the Premises to the Licensee as contemplated herein and further that the execution of this Agreement shall not result in any violation of any law or any agreement between the Licensor and any third party or otherwise contravene any third party rights;
- (k) that the Licensor shall keep the Building's exterior and the Common Areas around the Building in good repair and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God expected). However, any damage to the premises resulting from the exceptions mentioned herein shall not relieve the obligation of the Licensor to make best endeavor to repair the Premises at the earliest if such damage has resulted in interruption wholly or partially of the conduct of business activities of the Licensee;
- (l) that the car parking spaces within the Building but separately demarcated for the Premises shall be reserved exclusively for the Licensee and that it shall take all necessary steps to ensure that no third party uses or encroaches upon the same.

6. SERVICES

6.1 The Licensor shall with effect from the Effective Date provide the Licensee and their employees during the tenure of the Agreement, the following facilities and amenities (the "Services"):

- (a) Security arrangements in respect of the common areas outside the Building and in the parking areas;
- (b) Maintenance and upkeep of the common area around the Premises and the Building. Without prejudice to the generality of the foregoing, the Licensor shall, at all times during the subsistence of the Agreement, keep the common area around the Premises and the Building clean and hygienic and in a good state of repair including but not limited to provision of water disposal services, repainting the exterior of the Premises, maintenance and upkeep of the common areas around the Premises, maintenance and upkeep of the lift, arranging for regular pest control, water tank cleaning, upkeep and maintenance of the garden

around the Premises and subject to Clause 6.1 (c) hereunder undertaking any major repairs or structural changes/modifications to the Premises as may be required;

- (c) The Licensor shall obtain the prior written permission of the Licensee before undertaking any major repairs or structural changes/modifications to the Premises, which are likely to interfere with the peaceful enjoyment and day-to-day activities of the Licensee;
- (d) The Licensor shall ensure that all water and electricity connections and sewage and waste disposal facilities in the common areas, as described in **Annexure A** hereto, are kept in a good state of repair;
- (e) The Licensor shall at the request of the Licensee demarcate slots for the purpose of car parking and paint the said facility so that the slots are clearly visible. The Licensor shall also maintain the car-parking slots and ensure that no third party encroaches upon the same. The access to the car park facility shall be available exclusively to the Licensee and their employees, representatives, designees and *bonafide* visitors at all times during the tenure of the Agreement;
- (f) The Licensor shall permit lorries and other vehicles for transporting the Licensee's goods and material to enter the Building premises;
- (g) The Licensor shall provide suitable space in the Building for the installation of any satellite antenna or microwave tower and ancillary equipment that the Licensee may be desirous of erecting and duct space enabling the connection of the said antenna or tower or ancillary equipment to any area within the Premises. It is hereby clarified that any statutory or regulatory approvals required for the erection or operation of the aforesaid antenna or tower shall be obtained by the Licensee at its cost and the Licensor shall render to the Licensee all reasonable assistance that Licensee may request in that behalf;
- (h) The Licensor shall be responsible for the provision of satisfactory fire fighting facilities including but not limited to the provision and maintenance of fire hydrants within/around the Premises and periodical statutory testing/certification of equipment in accordance with the local rules/regulations as may be prevalent/issued by the Pune Municipal Corporation;
- (i) The Licensor shall ensure that it provides adequate water storage facilities for the Premises, meeting the total requirements and for the exclusive utilization of the Licensee;

6.2 The Licensor shall ensure that the Services shall not interfere or impede the Licensee's peaceful enjoyment and use of the Premises.

7. NOTICES

7.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission, and then confirmed by postage, prepaid registered airmail or by nationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

(a) In the case of notices to the Licensor:

Address: Sofotel Software Services Pvt. Ltd
10B, Bakhtawar, Nariman Point
Mumbai 400 021
Fax: +91 22 2202 0359
Attn.: Mr. Deepak Desai
E-mail: sofotel@vsnl.net

(b) In the case of notices to the Licensee:

Address: WNS Global Services Pvt. Ltd.
Plant 10, Godrej & Boyce Complex
Pirojshanagar, Vikhroli (W)
Mumbai 400 079
Fax: +91 22 5518 8960
Attn.: Mr. Neeraj Bhargava
E-mail: neeraj.bhargava@wnsgs.com

With a copy of the notice to:

Address: WNS Global Services (P) Ltd
Sofotel Building
National Games Road
Yerwada, Pune 411 006
Fax: +91 20 5606 2801
Attn.: Ms. Sulakshana Patankar
Col. Anil Ummat
Email: sulakshana.patankar@wnsgs.com
anil_ummat@wnsgs.com

7.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

7.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 days prior written notice.

8. ARBITRATION

- 8.1 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, the Parties shall endeavor to settle such dispute amicably.
- 8.2 In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Parties or in case of disagreement as to the appointment of the sole arbitrator to a panel of three arbitrators with each Party nominating one arbitrator and the arbitrators so appointed appointing the third arbitrator. The place of the court of arbitration shall be Mumbai. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.
- 8.3 The arbitrator's/arbitral panel's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in the court of law in Mumbai.
- 8.4 The provisions of this Clause shall survive termination of this Agreement.

9. TERMINATION

This Agreement shall be terminated only in the manner provided herein and on no other ground.

- 9.1 Licensee may terminate this agreement any time for convenience after giving a written notice of not less than twelve (12) months to the Licensor stating the Licensee's intention to terminate.
- 9.2 Either Party ("Non-defaulting Party") may terminate this Agreement in the event of a material breach by the other Party ("Defaulting Party") of any of its obligations under this Agreement, provided that a 90 day's written notice in that behalf is given to the Defaulting Party. Notwithstanding the foregoing, if the Defaulting Party remedies the breach to the satisfaction of the Non-defaulting Party within the said period of 90 days, the notice shall stand withdrawn and this Agreement shall continue to be valid and binding. Provided however, and notwithstanding anything to the contrary contained herein, if the Defaulting Party contends that no such breach has occurred and / or such breach has been remedied, and if the Defaulting Party invokes the arbitration clause contained herein, then and in such event, this Agreement shall not be terminated by the Non-Defaulting Party until the arbitral panel constituted under the provisions of Clause 8 above has held that the Defaulting Party did commit such material breach and / or did not remedy the same.

9.3 Notwithstanding anything contained in Clause 9.1 above, it is hereby agreed that if any or the following events occur:

- (i) If either Party passes a resolution for voluntary winding up;
- (ii) If a receiver is appointed by a court of law in respect of either Party's property;
- (iii) If an order is passed by a competent court of law for winding up of either Party;
- (iv) If either Party takes or suffers any action for dissolution or liquidation;

this Agreement may be forthwith terminated at the option of the other Party which option is to be exercised in writing.

9.4 Upon the expiry or earlier termination of this Agreement, the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor.

10. RIGHT TO USE

10.1 Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in, over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and permissions granted herein to use and occupy the Premises as a licensee for the term of this Agreement. This licence is purely temporary for the period provided herein.

10.2 It is expressly agreed to between the Parties hereto that the Licensee shall not have any right whatsoever in respect of the Premises or the area surrounding thereto or any part thereof and it shall not at any time claim any rights whatsoever in respect of the Premises or the area surrounding thereto or any part thereof other than the right to enter upon and enjoy the use of the Premises or any part thereof as herein prescribed.

10.3 Upon the expiry or earlier termination of this Agreement the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor. The Licensee agrees and undertakes for itself and each of the persons aforesaid not to enter upon the Premises or commit trespass after the expiry or earlier revocation of this Agreement.

10.4 Upon the expiry or earlier termination of this Agreement and in the event the Licensee fails to vacate the Premises of any part thereof upon refund of the Security Deposits together with its employees agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor, it is agreed that the Licensee shall pay to the Licensor Rs. 55,606 per day from the date of such default until such time as the Licensee vacates the Premises together with its employees, agents and representatives and their belongings and has handed over vacant possession thereof (duly debonded) to the Licensor. This is in addition to all other legal rights and remedies of the Licensor including the right of the Licensor to use reasonable force to prevent the Licensee or any person claiming under it from entering the Premises.

11. MISCELLANEOUS PROVISIONS

11.1 Assignment and Sub-license

It is expressly agreed by and between the Parties that juridical possession of the Premises shall be always that of the Licensor. The Licensee is granted a personal, non-transferable and non-assignable licence to use the Premises on the terms and conditions stated herein. Notwithstanding the foregoing, the Licensee shall subject to prior written permission from the Licensor (which permission shall not be unreasonably withheld by the Licensor) be free to sublicense the Premises, provided granting of such a sub-license shall not discharge the Licensee of its obligations hereunder.

11.2 Relationship

Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in, over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and permissions granted herein to use and occupy the Premises as the Licensee for the term of this Agreement.

11.3 Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.

11.4 Entirety

The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties after the execution of this Agreement and the understanding reached in view of the Previous Agreements and/or any other letters, agreements, addendums, supplemental agreements shall stand terminated from the Effective Date.

11.5 Partial Invalidity

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

11.6 **Costs**

All costs, charges and expenses including but not limited to stamp duty, registration charges etc. payable in respect of this Agreement shall be borne by the Licensor, provided that as consideration for bearing the stamp duty and registration charges payable in respect of this Agreement, the Licensee shall pay such amount to the Licensor and in such manner as mutually agreed in writing by the Parties. Each Party shall bear and pay the professional costs of their respective consultants.

11.7 **Governing Law**

This Agreement and all other transactions executed in pursuance hereof shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY

The within named '**LICENSOR**'

By the hand of Mr. C. K. Mehta

Director pursuant to Board Resolution dated 29th Nov '06

/s/ C.K. Mehta

SIGNED AND DELIVERED BY

The within named '**LICENSEE**'

By the hand of Col. Anil Ummat

V.P. Facilities & Administration pursuant to
Board Resolution dated 30th Nov 2006

/s/ Col. Anil Ummat

ANNEXURE — A

DESCRIPTION OF LICENCED PREMISES

Office premises admeasuring 35930 sq ft situated on First Floor of a Building known as 'SOFOTEL' constructed on the piece and parcel of the land bearing Plot No. 192B situated at 'Deepak Complex', National Games Road, Yerwada, Taluka Sub District of Haveli and within the Registration District of Pune, and situated within the limits of Pune Municipal Corporation Pune.

LEAVE AND LICENCE AGREEMENT

This Leave and Licence Agreement (the "Agreement") is made at Mumbai on 29th Dec 2006

BETWEEN

1. Sofotel Software Services Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 10-B, Bakhtawar, Nariman Point, Mumbai 400021 (hereinafter referred to as the "Licensor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of One Part;

AND

2. WNS Global Services Private Limited, a company incorporated under the Companies Act, 1956, and having its office at Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W) Mumbai 400 079, (hereinafter referred to as the "Licensee") of the Other Part.

("Party" or "Parties" shall have individual or collective reference to the Licensor and the Licensee).

WHEREAS

- A. The Licensor has the absolute right to use, occupy, possess and enjoy the entire building known as the Commercial Office Building (the "Building") (along with its common areas and exclusive car parking spaces) situated on plot No. 192B and which is more particularly described in the Plan annexed hereto as **Annexure A**.
- B. The Licensee has requested the Licensor to grant to the Licensee the use of the office premises on the second floor of the Building having, *inter-alia*, an aggregate area admeasuring 35,870 sq.ft. or thereabouts (the "Premises") on a leave and licence basis and the Licensor has agreed to grant such permission to the Licensee by way of leave and licence for the period, at the consideration and upon the terms and conditions as hereinafter mentioned.

NOW THEREFORE THE PARTIES AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. GRANT OF LICENCE AND TERM OF THE AGREEMENT

The recitals contained herein shall be deemed to constitute an integral operative part of this Agreement.

- 1.1 In consideration of the licence fees hereinafter reserved and of the rights and the covenants of the Licensee hereinafter contained, the Licensor hereby agrees to grant to the Licensee and the Licensee hereby agrees to take on leave and licence the Premises for a term of 60 months commencing from 1 January, 2007 (the "Effective Date") on the terms and conditions herein contained.
- 1.2 The Licensor hereby confirms that in view of the licence granted by this Agreement the directors, employees, servants, staff, agents and the *bonafide* visitors of the Licensee shall be permitted and shall be at liberty to enter and use the Premises for the purposes of the Licensee's business.
- 1.3 The Licensor shall, on the Effective Date, hand over to the Licensee, physical possession of the Premises and a set of duplicate key(s), which would permit the Licensee to gain access to the Premises and all other areas in and around the Premises.

2. CONSIDERATION

- 2.1 In consideration of the licence hereby granted by the Licensor to the Licensee for the Premises and the Services to be rendered by the Licensor under Clause 6 hereunder, the Licensee hereby agrees to pay to the Licensor licence fees at the rate of Rs. 16,32,738 (Rupees Sixteen lakh thirty two thousand seven hundred and thirty eight only) per month (the "Licence Fees") for a period of thirty six (36) months commencing the Effective Date where after both parties shall mutually agree to an escalation of License Fees, which in no event shall exceed fifteen (15) percent of the License Fees and such mutually agreed escalated License Fees shall be payable by the Licensee to the Licensor for the balance of the license period i.e. twenty four (24) months. It is clarified that except for

the Licence Fees, the Licensee shall not be liable to pay any further fees, service charges, rentals, maintenance, water charges, municipal taxes or any pre-quantified annual/monthly maintenance charges to the Licensor or any other third party in relation to the Premises and the Licensor acknowledges that the due payment of the Licence Fees forms the sole and adequate consideration for the licence granted herein and the Services to be rendered by the Licensor under Clause 6 hereunder. It is hereto agreed between the Parties that the Licensee shall have the exclusive right to use only in the manner in which such common areas in any building are normally put to use and in keeping with the décor / layout of the Building, the common areas of the Premises that have been demarcated in the plan annexed hereto as **Annexure A** (the "Common Areas") without payment of any additional licence fees or rentals.

- 2.2 The Licence Fees shall be payable in advance by the Licensee monthly, on or before the 5th (fifth) day of each month for that month's use. The Licensor hereby covenants with the Licensee that upon the Licensee paying the Licence Fees on or before the date mentioned herein, in the manner herein provided and by observing and performing the covenants, conditions and stipulations herein contained, the Licensee shall be permitted unimpeded use and occupation of the Premises during the period of the Licence herein created.
- 2.3 The Licensee shall withhold taxes on all amounts due and payable to the Licensor as may be required under the Income Tax Act, 1961 or any other law as may be applicable and shall make payments to the Licensor subject to such taxes being withheld. The Licensee shall periodically and always within a reasonable time provide the Licensor with the relevant TDS certificates in respect of the aforesaid tax deductions.
- 2.4 The Licensee shall, during the term of this Agreement, pay all regular outgoings in respect of the Premises. These shall include the charges for electricity consumed based on the reading of the meter installed in that behalf within the period stipulated in the bill issued by the supplier of electricity to whom the payment shall be directly remitted by the Licensee. The Licensor undertakes to forward to the Licensee the bills for such electricity supply, if at all the Licensor receives such bills. It shall however not be the Licensor's responsibility to track and ensure the receipt of the bills by the Licensee whose responsibility it shall be to ensure that the electricity bills are always paid regularly.

3. SECURITY DEPOSIT

- 3.1 On or before the execution of this Agreement, the Licensee shall deposit with the Licensor a sum of Rs. 16,32,738 (Rupees Sixteen lakh thirty two thousand seven hundred and thirty eight only) as an interest free security deposit (hereinafter referred to as the "Security Deposit"). On completion of the initial thirty six (36) months as per clause 2.1, the security deposit would increase proportionately with the License fee.
- 3.2 The Licensor shall repay to the Licensee the Security Deposit upon the expiry or sooner determination of the licence period simultaneously upon handing over of vacant Premises (duly debonded) by the Licensee to the Licensor. Licensor. As provided herein or on the settlement of any outstanding bills in respect of the premises payable by the Licensee hereunder, whichever is earlier, provided that the Licensee removes themselves their belongings, equipment, furniture and fixtures from the premises and hands over the

vacant possession of the premises (duly debonded) by the licensor forthwith upon such expiry/determination.

- 3.3 If the Licensor fails to refund the Security Deposit or any part thereof for any reason whatsoever, the Licensee shall, without prejudice to its right to recover the Security Deposit or any part thereof or to any legal remedy available to it, be entitled to claim from the Licensor interest calculated at the rate of 2% per month on outstanding Security Deposit or any part thereof, calculated till the date of actual payment of the said amount.

4. LICENSEE'S COVENANTS

The Licensee hereby agrees, undertakes and covenants with the Licensor as follows:

- (a) that within the Premises, including the Common Areas within the Building the Licensee shall keep the interior walls, floors, ceiling, doors, windows, electric fittings and installations and water connections in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted);
- (b) that upon the expiration or sooner determination of this Agreement, the Licensee shall remove from the Premises, all such furniture and fittings belonging to the Licensee without in any way damaging the Premises;
- (c) that upon the expiry of the period of the license or sooner determination of this Agreement, the Licensee shall forthwith vacate the Premises and hand over vacant and peaceful possession of the Premises (duly debonded) to the Licensor;
- (d) that the Licensee shall promptly notify the Licensor of any notice received by the Licensee in respect of the Premises;
- (e) that subject to Clause 10.1 hereto, the Licensee shall not have any right to transfer, assign, mortgage or part with possession of the Premises or create any third party rights therein in any manner whatsoever;
- (f) that the Licensee shall keep all articles, furniture, fixtures, vehicles or valuables in the Premises at its own risk in all respects and the Licensee shall not hold the Licensor responsible or liable for any damage to the same or any loss due to theft etc, provided that such damage, loss or theft is not caused by the negligence of the Licensor, its employees or agents;
- (g) that the Licensee shall permit the Licensor's authorized representatives to inspect the Licensed Premises during the day upon providing reasonable prior notice in that behalf of at least 3 (three) working days to the Licensee;
- (h) that the Licensee agrees that it shall not undertake any activity which would be contrary to the terms and conditions of this Agreement or which would otherwise adversely affect the Licensor's right, title or interest in respect of the Premises;

- (i) that the Licensee shall bear all running costs incurred in the operation of all back to back standby diesel generators installed by the Licensor pursuant to Clause 5(e) of this Agreement.

5. LICENSOR'S COVENANTS

The Licensor hereby agrees, undertakes and covenants with the Licensee as follows:

- (a) that upon the Licensee observing and performing the stipulations and covenants herein contained to be observed and performed by it, the Licensee shall during the period of this Agreement, use and occupy the Premises without interference from the Licensor or any person or persons claiming under or through it;
- (b) that the Licensor has the sole and absolute possession of the Premises, has proper title to the Premises and has the full power and absolute right and authority to grant unto the Licensee the Premises to use the same for its business activities;
- (c) that there is no mortgage, charge, encumbrance, impediment or restraint or injunction against the Licensor or in respect of the Premises that would in any way affect the Licensee's rights under this Agreement. Further, the Licensor undertakes that it shall not, during the subsistence of this Agreement, create any charge, mortgage or other encumbrance over the Premises or assign, transfer or otherwise deal with the Premises in such a manner so as to prejudice the rights of the Licensee hereunder;
- (d) that it has obtained comprehensive insurance policy/ies designed to cover all risks associated with the Premises and shall provide a copy of such insurance policy/ies to the Licensee on the date of execution hereof. The Licensor further undertakes that it shall duly and promptly pay all premiums / fees in connection with the said insurance policy/ies during the subsistence of this Agreement;
- (e) that the Licensor shall, install back to back standby diesel generators to enable the said generators to generate adequate power and support for the entire Premises including the electricity requirements of the Licensee;
- (f) subject to Clause 6, that the Licensor shall bear all the expenses towards maintenance and upkeep in relation to the air-conditioning provided by the Licensor;
- (g) subject to applicable local and municipal regulations, that the Licensee shall be entitled to put up nameplates and signages in respect of its business at such places in the Premises as may seem appropriate to the Licensee;
- (h) that the Licensor shall, in the event of termination/expiry of this Agreement and simultaneously upon the peaceful vacation of the Premises (duly debonded) by the Licensee, refund to the Licensee the whole of the Security Deposit subject to and as provided in Clause 3.2 above;

- (i) that the Licensor has obtained all the requisite statutory approvals in relation to the Premises and that the occupation and use of the Premises by the Licensee is in consonance with such approvals. Further, the Licensor represents and warrants that it shall ensure that the requisite statutory approvals and permits in relation to the Premises and use and occupation thereof remain in force at all times during the subsistence of this Agreement;
- (j) that the Licensor, has obtained all requisite corporate and other approvals in relation to the licence of the Premises to the Licensee as contemplated herein and further that the execution of this Agreement shall not result in any violation of any law or any agreement between the Licensor and any third party or otherwise contravene any third party rights;
- (k) that the Licensor shall keep the Building's exterior and the Common Areas around the Building in good repair and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted). However, any damage to the premises resulting from the exceptions mentioned herein shall not relieve the obligation of the Licensor to make best endeavor to repair the Premises at the earliest if such damage has resulted in interruption wholly or partially of the conduct of business activities of the Licensee;
- (l) that the car parking spaces within the Building but separately demarcated for the Premises shall be reserved exclusively for the Licensee and that it shall take all necessary steps to ensure that no third party uses or encroaches upon the same.

6. SERVICES

6.1 The Licensor shall with effect from the Effective Date provide the Licensee and their employees during the tenure of the Agreement, the following facilities and amenities (the "Services"):

- (a) Security arrangements in respect of the common areas outside the Building and in the parking areas;
- (b) Maintenance and upkeep of the common area around the Premises and the Building. Without prejudice to the generality of the foregoing, the Licensor shall, at all times during the subsistence of the Agreement, keep the common area around the Premises and the Building clean and hygienic and in a good state of repair including but not limited to provision of water disposal services, repainting the exterior of the Premises, maintenance and upkeep of the common areas around the Premises, maintenance and upkeep of the lift, arranging for regular pest control, water tank cleaning, upkeep and maintenance of the garden around the Premises and subject to Clause 6.1 (c) hereunder undertaking any major repairs or structural changes/modifications to the Premises as may be required;

- (c) The Licensor shall obtain the prior written permission of the Licensee before undertaking any major repairs or structural changes /modifications to the Premises, which are likely to interfere with the peaceful enjoyment and day-to-day activities of the Licensee;
- (d) The Licensor shall ensure that all water and electricity connections and sewage and waste disposal facilities in the common areas, as described in **Annexure A** hereto, are kept in a good state of repair;
- (e) The Licensor shall at the request of the Licensee demarcate slots for the purpose of car parking and paint the said facility so that the slots are clearly visible. The Licensor shall also maintain the car-parking slots and ensure that no third party encroaches upon the same. The access to the car park facility shall be available exclusively to the Licensee and their employees, representatives, designees and *bonafide* visitors at all times during the tenure of the Agreement;
- (f) The Licensor shall permit lorries and other vehicles for transporting the Licensee's goods and material to enter the Building premises;
- (g) The Licensor shall provide suitable space in the Building for the installation of any satellite antenna or microwave tower and ancillary equipment that the Licensee may be desirous of erecting and duct space enabling the connection of the said antenna or tower or ancillary equipment to any area within the Premises. It is hereby clarified that any statutory or regulatory approvals required for the erection or operation of the aforesaid antenna or tower shall be obtained by the Licensee at its cost and the Licensor shall render to the Licensee all reasonable assistance that Licensee may request in that behalf;
- (h) The Licensor shall be responsible for the provision of satisfactory fire fighting facilities including but not limited to the provision and maintenance of the fire hydrants within/around the Premises and periodical statutory testing/certification of equipment in accordance with the local rules/regulations as may be prevalent/issued by the Pune Municipal Corporation;
- (i) The Licensor shall ensure that it provides adequate water storage facilities for the Premises, meeting the total requirements and for the exclusive utilisation of the Licensee.

6.2 The Licensor shall ensure that the Services shall not interfere or impede the Licensee's peaceful enjoyment and use of the Premises.

7. NOTICES

7.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission, and then confirmed by postage, prepaid registered airmail or by nationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

(a) In the case of notices to the Licensor:

Address: Sofotel Software Services Pvt. Ltd
10B, Bakhtawar, Nariman Point
Mumbai 400 021
Fax : +91 22 2202 0359
Attn. : Mr. Deepak Desai
E-mail : sofotel@vsnl.net

(b) In the case of notices to the Licensee:

Address: WNS Global Services Pvt Ltd
Plant 10, Godrej & Boyce Complex
Pirojshanagar, Vikhroli (W)
Mumbai 400 079
Fax : +91 22 5518 8960
Attn. : Mr. Neeraj Bhargava
E-mail : neeraj.bhargava@wnsgs.com

With a copy of the notice to:

Address: WNS Global Services (P) Ltd
Sofotel Building
National Games Road
Yerwada, Pune 411 006
Fax : +91 20 5606 2801
Attn. : Ms. Sulakshana Patankar
Col. Anil Ummat
E-mail : sulakshana.patankar@wnsgs.com
anil.ummat@wnsgs.com

7.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

7.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 days prior written notice.

8. ARBITRATION

- 8.1 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, the Parties shall endeavor to settle such dispute amicably.
- 8.2 In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Parties or in case of disagreement as to the appointment of the sole arbitrator to a panel of three arbitrators with each Party nominating one arbitrator and the arbitrators so appointed appointing the third arbitrator. The place of the court of arbitration shall be Mumbai. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.
- 8.3 The arbitrator's/arbitral panel's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in the court of law in Mumbai.
- 8.4 The provisions of this Clause shall survive termination of this Agreement.

9. TERMINATION

This Agreement shall be terminated only in the manner provided herein and on no other ground.

- 9.1 Licensee may terminate this agreement any time for convenience after giving a written notice of not less than twelve (12) months to the Licensor stating the Licensee's intention to terminate.
- 9.2 Either Party ("Non-defaulting Party") may terminate this Agreement in the event of a material breach by the other Party ("Defaulting Party") of any of its obligations under this Agreement, provided that a 90 day's written notice in that behalf is given to the Defaulting Party. Notwithstanding the foregoing, if the Defaulting Party remedies the breach to the satisfaction of the Non-defaulting Party within the said period of 90 days, the notice shall stand withdrawn and this Agreement shall continue to be valid and binding. Provided however, and notwithstanding anything to the contrary contained herein, if the Defaulting Party contends that no such breach has occurred and / or such breach has been remedied, and if the Defaulting Party invokes the arbitration clause contained herein, then and in such event, this Agreement shall not be terminated by the Non-Defaulting Party until the arbitral panel constituted under the provisions of Clause 8 above has held that the Defaulting Party did commit such material breach and / or did not remedy the same.

9.3 Notwithstanding anything contained in Clause 9.1 above, it is hereby agreed that if any of the following events occur.

- (i) If either Party passes a resolution for voluntary winding up;
- (ii) If a receiver is appointed by a court of law in respect of either Party's property;
- (iii) If an order is passed by a competent court of law for winding up of either Party;
- (iv) If either Party takes or suffers any action for dissolution or liquidation;

this Agreement may be forthwith terminated at the option of the other Party which option is to be exercised in writing.

9.4 Upon the expiry or earlier termination of this Agreement, the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor.

10. RIGHT TO USE

10.1 Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in, over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and permissions granted herein to use and occupy the Premises as a licensee for the term of this Agreement. This licence is purely temporary for the period provided herein.

10.2 It is expressly agreed to between the Parties hereto that the Licensee shall not have any right whatsoever in respect of the Premises or the area surrounding thereto or any part thereof and it shall not at any time claim any rights whatsoever in respect of the Premises or the area surrounding thereto or any part thereof other than the right to enter upon and enjoy the use of the Premises or any part thereof as herein prescribed.

10.3 Upon the expiry or earlier termination of this Agreement the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor. The Licensee agrees and undertakes for itself and each of the persons aforesaid not to enter upon the Premises or commit trespass after the expiry or earlier revocation of this Agreement.

10.4 Upon the expiry or earlier termination of this Agreement and in the event the Licensee fails to vacate the Premises or any part thereof upon refund of the Security Deposits together with its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor, it is agreed that the Licensee shall pay to the Licensor Rs. 55,513 per day from the date of such default until such time as the Licensee vacates the Premises together with its employees, agents and representatives and their belongings and has handed over vacant possession thereof to the Licensor. This is in addition to all other legal rights and remedies of the Licensor including the right of the Licensor to use reasonable force to prevent the Licensee or any person claiming under it from entering the Premises.

11. MISCELLANEOUS PROVISIONS

11.1 Assignment and Sub-license

It is expressly agreed by and between the Parties that juridical possession of the Premises shall be always that of the Licensor. The Licensee is granted a personal, non-transferable and non-assignable licence to use the Premises on the terms and conditions stated herein. Notwithstanding the foregoing, the Licensee shall subject to prior written permission from the Licensor (which permission shall not be unreasonably withheld by the Licensor) be free to sublicense the Premises, provided granting of such a sub-license shall not discharge the Licensee of its obligations hereunder.

11.2 Relationship

Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in, over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and permissions granted herein to use and occupy the Premises as the Licensee for the term of this Agreement.

11.3 Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.

11.4 Entirety

The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties after the execution of this Agreement and the understanding reached in view of the Previous Agreements and/or any other letters, agreements, addendums, supplemental agreements shall stand terminated from the Effective Date.

11.5 Partial Invalidity

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

11.6 Costs

All costs, charges and expenses including but not limited to stamp duty, registration charges etc. payable in respect of this Agreement shall be borne by the Licensor, provided that as consideration for bearing the stamp duty and registration charges payable in respect of this Agreement, the Licensee shall pay such amount to the Licensor and in such manner as mutually agreed in writing by the Parties. Each Party shall bear and pay the professional costs of their respective consultants.

11.7 Governing Law

This Agreement and all other transactions executed in pursuance hereof shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY

The within named '**LICENSOR**'

By the hand of Mr. C. K. Mehta

Director pursuant to Board Resolution dated 29th Nov '06

/s/ C.K. Mehta

SIGNED AND DELIVERED BY

The within named '**LICENSEE**'

By the hand of Col. Anil Ummat

V.P. Facilities & Administration pursuant to
Board Resolution dated 30th Nov 2006

/s/ Col. Anil Ummat

ANNEXURE — A

DESCRIPTION OF LICENCED PREMISES

Office premises admeasuring 35870 sq ft situated on Second Floor of a Building known as 'SOFOTEL' constructed on the piece and parcel of the land bearing Plot No. 192B situated at 'Deepak Complex', National Games Road, Yerwada, Taluka Sub District of Haveli and within the Registration District of Pune, and situated within the limits of Pune Municipal Corporation Pune.

LEAVE AND LICENCE AGREEMENT

This Leave and Licence Agreement (the "Agreement") is made at Mumbai on 29th Dec 2006

BETWEEN

1. Sofotel Software Services Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 10-B, Bakhtawar, Nariman Point, Mumbai 400021 (hereinafter referred to as the "Licensor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of One Part.

AND

2. WNS Global Services Private Limited, a company incorporated under the Companies Act, 1956, and having its office at Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W) Mumbai 400 079, (hereinafter referred to as the "Licensee") of the Other Part.

("Party" or "Parties" shall have individual or collective reference to the Licensor and the Licensee)

WHEREAS

- A. The Licensor has the absolute right to use, occupy, possess and enjoy the entire building known as the Commercial Office Building (the "Building") (along with its common areas and exclusive car parking spaces) situated on plot No. 192B and which is more particularly described in the Plan annexed hereto as **Annexure A**.
- B. The Licensee has requested the Licensor to grant to the Licensee the use of the office premises on the third floor of the Building having, *inter-alia*, an aggregate area admeasuring 34,500 sq.ft. or thereabouts (the "Premises") on a leave and licence basis and the Licensor has agreed to grant such permission to the Licensee by way of leave and licence for the period, at the consideration and upon the terms and conditions as hereinafter mentioned.

NOW THEREFORE THE PARTIES AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 GRANT OF LICENCE AND TERM OF THE AGREEMENT

The recitals contained herein shall be deemed to constitute an integral operative part of this Agreement.

- 1.1 In consideration of the licence fees hereinafter reserved and of the rights and the covenants of the Licensee hereinafter contained, the Licensor hereby agrees to grant to the Licensee and the Licensee hereby agrees to take on leave and licence the Premises for a term of 60 months commencing from 1 January, 2007 (the "Effective Date") on the terms and conditions herein contained.
- 1.2 The Licensor hereby confirms that in view of the licence granted by this Agreement the directors, employees, servants, staff, agents and the *bonafide* visitors of the Licensee shall be permitted and shall be at liberty to enter and use the Premises for the purposes of the Licensee's business.
- 1.3 The Licensor shall, on the Effective Date, hand over to the Licensee, physical possession of the Premises and a set of duplicate key(s), which would permit the Licensee to gain access to the Premises and all other areas in and around the Premises.

2 CONSIDERATION

- 2.1 In consideration of the licence hereby granted by the Licensor to the Licensee for the Premises and the Services to be rendered by the Licensor under Clause 6 hereunder the Licensee hereby agrees to pay to the Licensor licence fees at the rate of Rs. 15,70,378 (Rupees Fifteen lakh seventy thousand three hundred and seventy eight only) per month (the "Licence Fees") for a period of thirty six (36) months commencing the Effective Date where after both parties shall mutually agree to an escalation of License Fees, which in no event shall exceed fifteen (15) percent of the License Fees and such mutually agreed escalated License Fees shall be payable by the Licensee to the Licensor for the balance of the license period i.e. twenty four (24) months. It is clarified that except for the Licence Fees, the Licensee shall not be

liable to pay any further fees, service charges, rentals, maintenance, water charges, municipal taxes or any pre-quantified annual/monthly maintenance charges to the Licensor or any other third party in relation to the Premises and the Licensor acknowledges that the due payment of the Licence Fees forms the sole and adequate consideration for the licence granted herein and the Services to be rendered by the Licensor under Clause 6 hereunder. It is hereto agreed between the Parties that the Licensee shall have the exclusive right to use only in the manner in which such common areas in any building are normally put to use and in keeping with the décor/layout of Building, the common areas of the Premises that have been demarcated in the plan annexed hereto as *Annexure A* (the "Common Areas") without payment of any additional licence fees rentals.

- 2.2 The Licence Fees shall be payable in advance by the Licensee monthly, on or before the 5th (fifth) day of each month for that month's use. The Licensor hereby covenants with the Licensee that upon the Licensee paying the Licence Fees on or before the date mentioned herein, in the manner herein provided and by observing and performing the covenants, conditions and stipulations herein contained, the Licensee shall be permitted unimpeded use and occupation of the Premises during the period of the Licence herein created.
- 2.3 The Licensee shall withhold taxes on all amounts due and payable to the Licensor as may be required under the Income Tax Act, 1961 or any other law as may be applicable and shall make payments to the Licensor subject to such taxes being withheld. The Licensee shall periodically and always within a reasonable time provide the Licensor with the relevant TDS certificates in respect of the aforesaid tax deductions.
- 2.4 The Licensee shall, during the term of this Agreement, pay all regular outgoing in respect of the Premises. These shall include the charges for electricity consumed based on the reading of the meter installed in that behalf within the period stipulated in the bill issued by the supplier of electricity to whom the payment shall be directly remitted by the Licensee. The Licensor undertakes to forward to the Licensee the bills for such electricity supply, if at all the Licensor receives such bills. It shall however not be the Licensor's responsibility to track and ensure the receipt of the bills by the Licensee whose responsibility it shall be to ensure that the electricity bills are always paid regularly.

3. SECURITY DEPOSIT

- 3.1 On or before the execution of this Agreement, the Licensee shall deposit with the Licensor a sum of Rs.15,70,378 (Rupees Fifteen lakh seventy thousand three hundred and seventy eight only) as an interest free security deposit (hereinafter referred to as the "Security Deposit"). On completion of the initial thirty six (36) months as per clause 2.1 the security deposit would increase proportionately with the License fee.
- 3.2 The Licensor shall repay to the Licensee the Security Deposit upon the expiry or sooner determination of the licence period simultaneously upon handing over of vacant Premises (duly debonded) by the Licensee to the Licensor. As provided herein or on the settlement of any outstanding bills in respect of premises payable by the Licensee hereunder, whichever is earlier, provided that the Licensee removes themselves their belongings, equipment, furniture and fixtures from the premises and

hands over the vacant possession of the premises (duly debonded) by the licensor forthwith upon such expiry an/determination.

- 3.3. If the Licensor fails to refund the Security Deposit or any part thereof for any reason whatsoever, the Licensee shall, without prejudice to its right to recover the Security Deposit or any part thereof or to any legal remedy available to it, be entitled to claim from the Licensor interest calculated at the rate of 2% per month on outstanding Security Deposited or any part thereof, calculated till the date of actual payment of the said amount.

4. LICENSEE'S COVENANTS

The Licensee hereby agrees, undertakes and covenants with the Licensor as follows:

- (a) that within the Premises, including the Common Areas within the Building the Licensee shall keep the interior walls, floors, ceiling, doors, windows, electric fittings and installations and water connections in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted);
- (b) that upon the expiration or sooner determination of this Agreement, the Licensee shall remove from the Premises, all such furniture and fittings belonging to the Licensee without in any way damaging the Premises;
- (c) that upon the expiry of the period of the licence or sooner determination of this Agreement, the Licensee shall forthwith vacate the Premises and hand over vacant and peaceful possession of the Premises (duly debonded) to the Licensor;
- (d) that the Licensee shall promptly notify the Licensor of any notice received by the Licensee in respect of the Premises;
- (e) that subject to Clause 10.1 hereto, the Licensee shall not have any right to transfer, assign, mortgage or part with possession of the Premises or create any third party rights therein in any manner whatsoever;
- (f) that the Licensee shall keep all articles, furniture, fixtures, vehicles or valuables in the Premises at its own risk in all respects and the Licensee shall not hold the Licensor responsible or liable for any damage to the same or any loss due to theft etc. provided that such damage, loss or theft is not caused by the negligence of the Licensor, its employees or agents;
- (g) that the Licensee shall permit the Licensor's authorised representatives to inspect the Licensed Premises during the day upon providing reasonable prior notice in that behalf of at least 3 (three) working days to the Licensee.
- (h) that the Licensee agrees that it shall not undertake any activity which would be contrary to the terms and conditions of this Agreement or which would otherwise adversely affect the Licensor's right, title or interest in respect of the Premises;

- (i) that the Licensee shall bear all running costs incurred in the operation of all back to back standby diesel generators installed by the Licensor pursuant to Clause 5 (c) of this Agreement.

5. LICENSOR'S COVENANTS

The Licensor hereby agrees, undertakes and covenants with the Licensee as follows:

- (a) That upon the Licensee observing and performing the stipulations and covenants herein contained to be observed and performed by it, the Licensee shall during the period of this Agreement, use and occupy the Premises without interference from the Licensor or any person or persons claiming under or through it.
- (b) that the Licensor has the sole and absolute possession of the Premises, has proper title to the Premises and has the full power and absolute right and authority to grant unto the Licensee the Premises to use the same for its business activities,
- (c) that there is no mortgage, charge, encumbrance, impediment or restraint or injunction against the Licensor or in respect of the Premises that would in any way affect the Licensee's rights under this Agreement. Further, the Licensor undertakes that it shall not, during the subsistence of this Agreement, create any charge, mortgage or other encumbrance over the Premises or assign, transfer or otherwise deal with the Premises in such a manner so as to prejudice the rights of the Licensee hereunder.
- (d) that it has obtained comprehensive insurance policy/ies designed to cover all risks associated with the Premises and shall provide a copy of such insurance policy/ies to the Licensee on the date of execution hereof. The Licensor further undertakes that it shall duly and promptly pay all premiums/ fees in connection with the said insurance policy/ies during the subsistence of this Agreement.
- (e) that the Licensor shall, install back to back standby diesel generators to enable the said generators to generate adequate power and support for the entire Premises including the electricity requirements of the Licensee.
- (f) subject to Clause 6, that the Licensor shall bear all the expenses towards maintenance and upkeep in relation to the air-conditioning provided by the Licensor.
- (g) subject to applicable local and municipal regulations, that the Licensee shall be entitled to put up nameplates and signages in respects of its business at such places in the Premises as may seem appropriate to the Licensee.
- (h) that the Licensor shall, in the event of termination/expiry of this Agreement, and simultaneously upon the peaceful vacation of the Premises (duly debonded) by the Licensee, refund to the Licensee the whole of the Security Deposit subject to and as provided in Clause 3.2 above.

- (i) that the Licensor has obtained all the requisite statutory approvals in relation to the Premises and that the occupation and use of the Premises by the Licensee is in consonance with such approvals. Further, the Licensor represents and warrants that it shall ensure that the requisite statutory approvals and permits in relation to the Premises and use and occupation thereof remain in force at all times during the subsistence of this Agreement;
- (j) that the Licensor, has obtained all requisite corporate and other approvals in relation to the licence of the Premises to the Licensee as contemplated herein and further that the execution of this Agreement shall not result in any violation of any law or any agreement between the Licensor and any third party or otherwise contravene any third party rights;
- (k) that the Licensor shall keep the Building's exterior and the Common Areas around the Building in good repair and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted). However, any damage to the premises resulting from the exceptions mentioned herein shall not relieve the obligation of the Licensor to make best endeavor to repair the Premises at the earliest if such damage has resulted in interruption wholly or partially of the conduct of business activities of the Licensee;
- (l) that the car parking spaces within the Building but separately demarcated for the Premises shall be reserved exclusively for the Licensee and that it shall take all necessary steps to ensure that no third party uses or encroaches upon the same.

6. SERVICES

6.1 The Licensor shall with effect from the Effective Date provide the Licensee and their employees during the tenure of the Agreement, the following facilities and amenities (the "Services").

- (a) Security arrangements in respect of the common areas outside the Building and in the parking areas.
- (b) Maintenance and upkeep of the common area around the Premises and the Building. Without prejudice to the generality of the foregoing, the Licensor shall, at all times during the subsistence of the Agreement, keep the common area around the Premises and the Building clean and hygienic and in a good state of repair including but not limited to provision of water disposal services, re-painting the exterior of the Premises, maintenance and upkeep of the common areas around the Premises, maintenance and upkeep of the lift, arranging for regular pest control, water tank cleaning upkeep and maintenance of the garden around the Premises and subject to Clause 6.1 (c) hereunder undertaking any major repairs or structural changes/modifications to the Premises as may be required.

- (c) The Licensor shall obtain the prior written permission of the Licensee before undertaking any major repairs or structural changes/modifications to the Premises, which are likely to interfere with the peaceful enjoyment and day-to-day activities of the Licensee;
- (d) The Licensor shall ensure that all water and electricity connections and sewage and waste disposal facilities in the common areas, as described in **Annexure A** hereto, are kept in a good state of repair;
- (e) The Licensor shall at the request of the Licensee demarcate slots for the purpose of car-parking and paint the said facility so that the slots are clearly visible. The Licensor shall also maintain the car parking slots and ensure that no third party encroaches upon the same. The access to the car park facility shall be available exclusively to the Licensee and their employees, representatives, designees and *bonafide* visitors at all times during the tenure of the Agreement;
- (f) The Licensor shall permit lorries and other vehicles for transporting the Licensee's goods and material to enter the Building premises;
- (g) The Licensor shall provide suitable space in the Building for the installation of any satellite antenna or microwave tower and ancillary equipment that the Licensee may be desirous of erecting and duct space enabling the connection of the said antenna or tower or ancillary equipment to any area within the Premises. It is hereby clarified that any statutory or regulatory approvals required for the erection or operation of the aforesaid antenna or tower shall be obtained by the Licensee at its cost and the Licensor shall render to the Licensee all reasonable assistance that Licensee may request in that behalf;
- (h) The Licensor shall be responsible for the provision of satisfactory fire fighting facilities including but not limited to the provision and maintenance of fire hydrants within/around the Premises and periodical statutory testing/certification of equipment in accordance with the local rules/regulations as may be prevalent/issued by the Pune Municipal Corporation;
- (i) The Licensor shall ensure that it provides adequate water storage facilities for the Premises, meeting the total requirements and for the exclusive utilisation of the Licensee.

6.2 The Licensor shall ensure that the Services shall not interfere or impede the Licensee's peaceful enjoyment and use of the Premises.

7. NOTICES

7.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/ electronic transmission, and then confirmed by postages prepaid registered airmail or by nationally recognised courier services in the manner as elected by the Party giving such notice to the following addresses.

(a) In the case of notices to the Licensor:

Address: Sofotel Software Services Pvt. Ltd
10B, Bakhtawar, Nariman Point
Mumbai 400 021
Fax: 2202 0359
Attn.: Mr. Deepak Desai
E-Mail: Sofotel@vsnl.net

(b) In the case of notices to the Licensee:

Address: WNS Global Services Pvt. Ltd
Plant 10, Godrej & Boyce Complex
Pirojshanagar, Vikhroli (W)
Mumbai 400 079
Fax: 5518 8960
Attn.: Mr. Neeraj Bhargava
E-Mail: neeraj.bhargava@wnsgs.com

With a copy of the notice to:

Address: WNS Global Services (P) Ltd
Sofotel Building
National Games Road
Yerwada, Pune 411 006
Fax: +91 20 5606 2801
Attn.: Ms. Sulakshana Patankar
Col. Anil Ummat
E-Mail: sulakshana.patankar@wnsgs.com
anil.ummat@wnsgs.com

7.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile electronic transmission or (ii) the business date of the receipt, if transmitted by courier or registered mail.

7.3 Either Party may, from time to time change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 days prior written notice.

8. ARBITRATION

8.1 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, the Parties shall endeavor to settle such dispute amicably.

8.2 In the case of the failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Parties or in case of disagreement as to the appointment of the sole arbitrator to a panel of three arbitrators

with each Party nominating one arbitrator and the arbitrators so appointed appointing the third arbitrator. The place of the court of arbitration shall be Mumbai. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.

8.3 The arbitrator's/arbitral panel's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in the court of law in Mumbai.

8.4 The provisions of this Clause shall survive termination of this Agreement.

9. TERMINATION

This Agreement shall be terminated only in the manner provided herein and on no other ground.

9.1 Licensee may terminate this agreement any time for convenience after giving a written notice of not less than twelve (12) months to the Licensor stating the Licensee's intention to terminate.

9.2 Either Party ("Non-defaulting Party") may terminate this Agreement in the event of a material breach by the other Party ("Defaulting Party") of any of its obligations under this Agreement, provided that a 90 day's written notice in that behalf is given to the Defaulting Party. Notwithstanding the foregoing, if the Defaulting Party remedies the breach to the satisfaction of the Non-defaulting Party within the said period of 90 days, the notice shall stand withdrawn and this Agreement shall continue to be valid and binding. Provided however, and notwithstanding anything to the contrary contained herein, if the Defaulting Party contends that no such breach has occurred and / or such breach has been remedied, and if the Defaulting Party invokes the arbitration clause contained herein, then and in such event, this Agreement shall not be terminated by the Non-Defaulting Party until the arbitral panel constituted under the provisions of Clause 8 above has held that the Defaulting Party did commit such material breach and / or did not remedy the same.

9.3 Notwithstanding anything contained in Clause 9.1 above, it is hereby agreed that if any of the following events occur:

- (i) If either Party passes a resolution for voluntary winding up;
- (ii) If a receiver is appointed by court of law in respect of either Party's property;
- (iii) If an order is passed by a competent court of law for winding up of either Party;
- (iv) If either Party takes or suffers any action for dissolution or liquidation;

this Agreement may be forthwith terminated at the option of the other Party which option is to be exercised in writing.

9.4 Upon the expiry or earlier termination of this Agreement, the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor.

10. RIGHT TO USE

- 10.1 Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in, over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and permissions granted herein to use and occupy the Premises as a licensee for the term of this Agreement. This licence is purely temporary for the period provided herein.
- 10.2 It is expressly agreed to between the Parties hereto that the Licensee shall not have any right whatsoever in respect of the Premises or the area surrounding thereto or any part thereof and it shall not at any time claim any rights whatsoever in respect of the Premises or the area surrounding thereto or any part thereof other than the right to enter upon and enjoy the use of the Premises or any part thereof as herein prescribed.
- 10.3 Upon the expiry or earlier termination of this Agreement the Licensee shall vacate the Premises together with all its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor. The Licensee agrees and undertakes for itself and each of the persons aforesaid not to enter upon the Premises or commit trespass after the expiry or earlier revocation of this Agreement.
- 10.4 Upon the expiry or earlier termination of this Agreement and in the event the Licensee fails to vacate the Premises or any part thereof upon refund of the Security Deposits together with its employees, agents and representatives who may be in occupation of the Premises and hand over vacant possession thereof (duly debonded) to the Licensor, it is agreed that the Licensee shall pay to the Licensor Rs. 53,393 per day from the date of such default until such time as the Licensee vacates the Premises together with its employees, agents and representatives and their belongings and has handed over vacant possession thereof to the Licensor. This is in addition to all other legal rights and remedies of the Licensor including the right of the Licensor to use reasonable force to prevent the Licensee or any person claiming under it from entering the Premises.

11. MISCELLANEOUS PROVISIONS

11.1 Assignment and Sub-license

It is expressly agreed by and between the Parties that juridical possession of the Premises shall be always that of the Licensor. The Licensee is granted a personal non-transferable and non-assignable licence to use the Premises on the terms and conditions stated herein. Notwithstanding the foregoing, the Licensee shall subject to prior written permission from the Licensor (which permission shall not be unreasonably withheld by the Licensor) be free to sublicense the Premises provided granting of such a sub-license shall not discharge the Licensee of its obligations hereunder.

11.2 Relationship

Nothing contained herein shall be construed as creating any right, interest or tenancy in favour of the Licensee in, over or upon the Premises or any part thereof or transferring any interest therein in favour of the Licensee other than the rights and permissions granted herein to use and occupy the Premises as the Licensee for the term of this Agreement.

11.3 Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly-executed by both Parties.

11.4 Entirety

The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties after the execution of this Agreement and the understanding reached in view of the Previous Agreements and/or any other letters, agreements, addendums, supplemental agreements shall stand terminated from the Effective Date.

11.5 Partial Invalidity

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

11.6 Costs

All costs, charges and expenses including but not limited to stamp duty, registration charges etc. payable in respect of this Agreement shall be borne by the Licensor, provided that as consideration for bearing the stamp duty and registration charges payable in respect of this Agreement, the Licensee shall pay such amount to the Licensor and in such manner as mutually agreed in writing by the Parties. Each Party shall bear and pay the professional costs of their respective consultants.

11.7 Governing Law

This Agreement and all other transactions executed in pursuance hereof shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY

The within named '**LICENSOR**'

By the hand of Mr. C. K. Mehta

Director pursuant to Board Resolution dated 29th Nov '06

/s/ C.K. Mehta

SIGNED AND DELIVERED BY

The within named '**LICENSEE**'

By the hand of Col. Anil Ummat

V.P. Facilities & Administration pursuant to

Board Resolution dated 30th Nov 2006

/s/ Col. Anil Ummat

ANNEXURE — A

DESCRIPTION OF LICENCED PREMISES

Office premises admeasuring 34,500 sq. ft. situated on Third Floor of a Building known as 'SOFOTEL' constructed on the piece and parcel of the land bearing Plot No. 192B situated at 'Deepak Complex', National Games Road, at Yerwada Taluka Sub District of Haveli and within the Registration District of Pune, and situated within the limits of Pune Municipal Corporation Pune.

**WNS (HOLDINGS) LIMITED
LIST OF SUBSIDIARIES**

| S/No. | Name of Subsidiary | Place of Incorporation |
|--------------|---|-------------------------------|
| 1. | WNS Global Services Netherlands Cooperative U.A. | The Netherlands |
| 2. | WNS North America Inc. | USA |
| 3. | WNS Global Services (UK) Limited | United Kingdom |
| 4. | WNS (Mauritius) Limited | Mauritius |
| 5. | Town & Country Assistance Limited | United Kingdom |
| 6. | WNS Global Services (Romania) S.R.L. | Romania |
| 7. | WNS Mortgage Services Private Limited | India |
| 8. | Flovate Technologies Limited | United Kingdom |
| 9. | Flovate Software Technologies India Private Limited | India |
| 10. | WNS Global Services Private Limited | India |
| 11. | Ntrance Customer Services Private Limited | India |
| 12. | WNS Global Services Private Limited | Sri Lanka |
| 13. | WNS Customer Solutions Private Limited | Sri Lanka |
| 14. | Marketics (Technologies) India Private Limited | India |
| 15. | Marketics, Inc. | USA |

**Certification of Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Neeraj Bhargava, Chief Executive Officer, certify that:

1. I have reviewed this annual report on Form 20-F of WNS (Holdings) Limited;
2. Based on my knowledge, this annual 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 company as of, and for, the periods presented in this report;
4. The company's other certifying officer 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)) for the company 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 company, 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) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this annual 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
 - c) disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting;
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company'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 company'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 company's internal control over financial reporting.

Date: June 26, 2007

/s/ Neeraj Bhargava

Name: Neeraj Bhargava

Title: Chief Executive Officer

**Certification of Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Zubin Dubash, Chief Financial Officer, certify that:

1. I have reviewed this annual report on Form 20-F of WNS (Holdings) Limited;
2. Based on my knowledge, this annual 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 company as of, and for, the periods presented in this report;
4. The company's other certifying officer 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)) for the company 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 company, 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) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this annual 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
 - c) disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting;
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company'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 company'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 company's internal control over financial reporting.

Date: June 26, 2007

/s/ Zubin Dubash

Name: Zubin Dubash

Title: Chief Financial Officer

**Certification of Chief Executive Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of WNS (Holdings) Limited (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying annual report on Form 20-F of the Company for the year ended March 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 26, 2007

/s/ Neeraj Bhargava
Name: Neeraj Bhargava
Title: Chief Executive Officer

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. Section 1350, and is not being "filed" either as part of the Report or as a separate disclosure statement, and is not to be incorporated by reference into the Report or any other filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing. The foregoing certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of Section 18 or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended.

**Certification of Chief Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of WNS (Holdings) Limited (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying annual report on Form 20-F of the Company for the year ended March 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 26, 2007

/s/ Zubin Dubash

Name: Zubin Dubash

Title: Chief Financial Officer

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. Section 1350, and is not being "filed" either as part of the Report or as a separate disclosure statement, and is not to be incorporated by reference into the Report or any other filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing. The foregoing certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of Section 18 or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-136168) of WNS (Holdings) Limited of our report dated June 4, 2007, with respect to the consolidated financial statements of WNS (Holdings) Limited included in its Annual Report on Form 20-F for the year ended March 31, 2007.

Ernst & Young

Mumbai, India
June 22, 2007