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

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**FORM 20-F**

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**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, 2016

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

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**WNS (Holdings) Limited**

(Exact name of Registrant as specified in its charter)

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**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**

(Address of principal executive offices)

**Orijit Das**

**Group General Counsel**

**Gate 4, Godrej & Boyce Complex**

**Pirojshanagar, Vikhroli (W)**

**Mumbai 400 079, India**

**(91-22) 4095-2100**

**orijit.das@wns.com**

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

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

Name of each exchange on which registered  
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 at March 31, 2016, 52,406,304 ordinary shares (including 1,100,000 treasury shares), par value 10 pence per share, were issued and outstanding, of which 52,182,911 ordinary shares were held in the form of 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 has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).  Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, 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 basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued  
by the International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, 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 whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

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**TABLE OF CONTENTS**  
**WNS (HOLDINGS) LIMITED**

	<u>Page</u>
<b>PART I</b>	
<a href="#">ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS</a>	4
<a href="#">ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE</a>	4
<a href="#">ITEM 3. KEY INFORMATION</a>	4
<a href="#">ITEM 4. INFORMATION ON THE COMPANY</a>	34
<a href="#">ITEM 4A. UNRESOLVED STAFF COMMENTS</a>	81
<a href="#">ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS</a>	82
<a href="#">ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES</a>	134
<a href="#">ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS</a>	158
<a href="#">ITEM 8. FINANCIAL INFORMATION</a>	161
<a href="#">ITEM 9. THE OFFER AND LISTING</a>	165
<a href="#">ITEM 10. ADDITIONAL INFORMATION</a>	166
<a href="#">ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</a>	192
<a href="#">ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES</a>	193
<b>PART II</b>	
<a href="#">ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES</a>	195
<a href="#">ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS</a>	195
<a href="#">ITEM 15. CONTROLS AND PROCEDURES</a>	195
<a href="#">ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT</a>	197
<a href="#">ITEM 16B. CODE OF ETHICS</a>	197
<a href="#">ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES</a>	197
<a href="#">ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES</a>	198
<a href="#">ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS</a>	198
<a href="#">ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT</a>	198
<a href="#">ITEM 16G. CORPORATE GOVERNANCE</a>	198
<a href="#">ITEM 16H. MINE SAFETY DISCLOSURE</a>	198
<b>PART III</b>	
<a href="#">ITEM 17. FINANCIAL STATEMENTS</a>	199
<a href="#">ITEM 18. FINANCIAL STATEMENTS</a>	199
<a href="#">ITEM 19. EXHIBITS</a>	200
<a href="#">SIGNATURES</a>	201
<a href="#">INDEX TO WNS (HOLDINGS) LIMITED'S CONSOLIDATED FINANCIAL STATEMENTS</a>	F-1

Ex-4.8 Lease Deed commencing April 1, 2016 between WNS Global Services Private Limited and DLF Assets Private Limited with respect to the lease of office premises on the 10<sup>th</sup> floor of Blocks 10 at DLF IT Park.

Ex-4.9 Leave and License Agreement dated March 8, 2016 between Godrej and Boyce Manufacturing Company Limited and WNS Global Services Private Limited with respect to the lease of the office premises with an aggregate area of 84,429 square feet at plant 10.

Ex-4.10 Leave and License Agreement dated March 8, 2016 between Godrej and Boyce Manufacturing Company Limited and WNS Global Services Private Limited with respect to the lease of the office premises with an aggregate area of 108,000 square feet at plant 5.

Ex-4.11 Leave and License Agreement dated March 8, 2016 between Godrej and Boyce Manufacturing Company Limited and WNS Global Services Private Limited with respect to the lease of the office premises with an aggregate area of 84,934 square feet at plant 11.

Ex-8.1 List of subsidiaries of WNS (Holdings) Limited

Ex-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

Ex-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

Ex-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

Ex-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

Ex-15.1 Consent of Grant Thornton, 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 “China” are to the People’s Republic of China. References to “South Africa” are to the Republic of South Africa. References to “\$” or “dollars” or “US dollars” are to the legal currency of the US, references to “₹” 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, references to “Euro” are to the legal currency of the European Monetary Union, references to “South African rand” or “R” or “ZAR” are to the legal currency of South Africa, references to “A\$” or “AUD” or “Australian dollars” are to the legal currency of Australia and references to “RMB” are to the legal currency of China. Our financial statements are presented in US dollars. Prior to April 1, 2011, we prepared our financial statements in accordance with US generally accepted accounting principles, or US GAAP. With effect from April 1, 2011, we adopted the International Financial Reporting Standards and its interpretations, or “IFRS”, as issued by the International Accounting Standards Board, or the “IASB”. Our financial statements included in this annual report are prepared in accordance with IFRS, as issued by the IASB. Unless otherwise indicated, references to “GAAP” in this annual report are to IFRS, as issued by the IASB.

References to a particular “fiscal” year are to our fiscal year ended March 31 of that calendar year. Any discrepancies in any table between totals and sums of the amount listed are due to rounding.

In this annual report, unless otherwise specified or the context requires, the term “WNS” refers to WNS (Holdings) Limited, a public company incorporated under the laws of Jersey, Channel Islands, and the terms “our company”, “we”, “our” and “us” refer to WNS (Holdings) Limited and its subsidiaries.

In this annual report, references to “Commission” are to the United States Securities and Exchange Commission.

We also refer in various places within this annual report to “revenue less repair payments”, which is a non-GAAP financial measure that is calculated as (a) revenue less (b) in our auto claims business, payments to repair centers (1) for “fault” repair cases where we act as the principal in our dealings with the third party repair centers and our clients and (2) for “non-fault” repair cases with respect to one former client (whose contract with us was terminated with effect from April 18, 2012). This non-GAAP financial information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with GAAP.

We also refer to information regarding the business process management, or BPM, 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. We previously described BPM as business process outsourcing, or BPO. We also refer to business process services, or BPS.

This annual report also includes information regarding the BPM market from the “Gartner Inc., Forecast: IT Services, Worldwide, 2014-2020 1Q16 Update report dated March 23, 2016 by Gartner Inc. (which we refer to herein as the “Gartner Report”). *The Gartner Report described herein contains data, research opinions or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. (“Gartner”), and are not representations of fact. The Gartner Report speaks as of its original publication date (and not as of the date of this annual report) and the opinions expressed in the Gartner Report are subject to change without notice.*

## 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, tax assessment orders and future capital expenditures. We caution you that reliance on any forward-looking statement inherently 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 risks and uncertainties include but are not limited to:

- worldwide economic and business conditions;

## [Table of Contents](#)

- political or economic instability in the jurisdictions where we have operations;
- our dependence on a limited number of clients in a limited number of industries;
- regulatory, legislative and judicial developments;
- increasing competition in the business process management industry;
- technological innovation;
- telecommunications or technology disruptions;
- our liability arising from fraud or unauthorized disclosure of sensitive or confidential client and customer data;
- our ability to attract and retain clients;
- negative public reaction in the US or the UK to offshore outsourcing;
- our ability to expand our business or effectively manage growth;
- our ability to hire and retain enough sufficiently trained employees to support our operations;
- the effects of our different pricing strategies or those of our competitors;
- our ability to successfully consummate, integrate and achieve accretive benefits from our strategic acquisitions, and to successfully grow our revenue and expand our service offerings and market share;
- future regulatory actions and conditions in our operating areas; and
- volatility of our ADS price.

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

Our consolidated financial statements as at and for the years ended March 31, 2016, 2015, 2014, 2013 and 2012 have been prepared in conformity with IFRS, as issued by the IASB.

The following selected financial data should be read in conjunction with “Part I — Item 5. Operating and Financial Review and Prospects” and our consolidated financial statements included elsewhere in this annual report.

The following selected consolidated statement of income data for fiscal 2016, 2015 and 2014 and selected consolidated statement of financial position data as at March 31, 2016 and 2015 have been derived from our audited consolidated financial statements included elsewhere in this annual report. The selected consolidated statement of income data for fiscal 2013 and 2012 and selected consolidated statement of financial position data as at March 31, 2014, 2013 and 2012 have been derived from our audited consolidated financial statements which are not included in this annual report.

	For the year ended March 31,				
	2016	2015	2014	2013	2012
	(US dollars in millions, except share and per share data)				
<b>Consolidated statement of income data:</b>					
Revenue <sup>(1)</sup>	\$ 562.2	\$ 533.9	\$ 502.6	\$ 460.3	\$ 474.1
Cost of revenue <sup>(1)(2)</sup>	365.4	342.7	327.7	311.0	340.9
Gross profit	196.8	191.2	174.9	149.3	133.2
Operating expenses:					
Selling and marketing expenses <sup>(2)</sup>	30.8	31.1	35.2	30.2	26.3
General and administrative expenses <sup>(2)</sup>	78.9	70.0	55.4	57.1	51.3
Foreign exchange loss (gains), net	(11.0)	(4.6)	11.2	5.5	(1.9)
Amortization of intangible assets	25.2	24.2	23.8	26.4	29.5
Operating profit	72.9	70.5	49.4	30.1	28.0
Other income, net	(8.5)	(11.9)	(9.5)	(4.8)	—
Finance expense	0.3	1.3	2.9	3.6	4.0
Profit before income taxes	81.1	81.0	55.9	31.3	24.0
Provision for income taxes	21.2	22.4	14.3	9.9	11.5
Profit	\$ 59.9	\$ 58.6	\$ 41.6	\$ 21.4	\$ 12.5
Earnings per share of ordinary share:					
Basic	\$ 1.17	\$ 1.14	\$ 0.82	\$ 0.43	\$ 0.28
Diluted	\$ 1.12	\$ 1.10	\$ 0.79	\$ 0.41	\$ 0.27
Basic weighted average ordinary shares outstanding	51,372,117	51,633,516	50,958,864	50,309,140	45,261,411
Diluted weighted average ordinary shares outstanding	53,639,670	53,428,981	52,689,157	51,711,532	46,504,282

[Table of Contents](#)

	As at March 31,				
	2016	2015	2014	2013	2012
	(US dollars in millions)				
<b>Consolidated statement of financial position data:</b>					
<i>Assets</i>					
Cash and cash equivalents	\$ 41.9	\$ 32.4	\$ 33.7	\$ 27.9	\$ 46.7
Investments	133.0	133.5	83.8	46.5	26.4
Trade receivables including unbilled revenue, net	99.2	95.5	96.7	90.0	102.3
Other current assets <sup>(3)</sup>	48.4	53.7	39.6	39.5	50.2
<b>Total current assets</b>	<b>322.5</b>	<b>315.1</b>	<b>253.9</b>	<b>203.8</b>	<b>225.6</b>
Goodwill and intangible assets, net	103.4	122.4	152.9	179.2	201.8
Property and equipment, net	50.4	48.2	45.2	48.4	45.4
Deferred tax assets	22.5	21.3	37.1	41.6	43.8
Investments	—	—	28.7	43.2	—
Other non-current assets <sup>(4)</sup>	26.7	23.3	20.8	18.6	8.4
<b>Total non-current assets</b>	<b>203.0</b>	<b>215.2</b>	<b>284.6</b>	<b>331.1</b>	<b>299.5</b>
<b>Total assets</b>	<b>525.5</b>	<b>530.3</b>	<b>538.4</b>	<b>534.9</b>	<b>525.2</b>
<i>Liabilities and equity</i>					
Current portion of long term debt	—	12.8	12.6	7.7	26.0
Trade payables	19.9	22.7	29.1	29.3	47.9
Other current liabilities <sup>(5)</sup>	83.5	92.5	143.2	145.4	114.3
<b>Total current liabilities</b>	<b>103.4</b>	<b>128.0</b>	<b>184.8</b>	<b>182.4</b>	<b>188.2</b>
Long term debt	—	—	13.5	33.7	36.7
Other non-current liabilities <sup>(6)</sup>	13.9	13.2	15.1	18.2	16.6
<b>Total non-current liabilities</b>	<b>13.9</b>	<b>13.2</b>	<b>28.6</b>	<b>51.9</b>	<b>53.3</b>
Share capital (ordinary shares \$0.16 (10 pence) par value, authorized 60,000,000 shares, issued: 52,406,304; 51,950,662; 51,347,538; 50,588,044; and 50,078,881 shares each as at March 31, 2016; 2015; 2014; 2013; and 2012, respectively)	8.2	8.1	8.0	7.9	7.8
Share premium	306.9	286.8	276.6	269.3	263.5
Other shareholders' equity <sup>(7)</sup>	123.6	94.2	40.3	23.4	12.3
<b>Total shareholders' equity, including shares held in treasury</b>	<b>438.7</b>	<b>389.1</b>	<b>325.0</b>	<b>300.6</b>	<b>283.7</b>
Less: 1,100,000 shares as of March 31, 2016 and Nil shares as of March 31, 2015; 2014; 2013; and 2012, held in treasury, at cost	(30.5)	—	—	—	—
<b>Total shareholders' equity</b>	<b>408.2</b>	<b>389.1</b>	<b>325.0</b>	<b>300.6</b>	<b>283.7</b>
<b>Total liabilities and equity</b>	<b>525.5</b>	<b>530.3</b>	<b>538.4</b>	<b>534.9</b>	<b>525.2</b>

## [Table of Contents](#)

The following table sets forth for the periods indicated selected consolidated financial data, non-GAAP financial data and operating data:

	For the year ended March 31,				
	2016	2015	2014	2013	2012
(US dollars in millions, except percentages and employee data)					
<b>Other Consolidated Financial Data:</b>					
Revenue	\$ 562.2	\$ 533.9	\$ 502.6	\$ 460.3	\$ 474.1
Gross profit as a percentage of revenue	35.0%	35.8%	34.8%	32.4%	28.1%
Operating income as a percentage of revenue	13.0%	13.2%	9.8%	6.5%	5.9%
<b>Non-GAAP Financial Data:</b>					
Revenue less repair payments (non-GAAP) <sup>(8)</sup>	\$ 531.0	\$ 503.0	\$ 471.5	\$ 436.1	\$ 395.1
Gross profit as a percentage of revenue less repair payments (non-GAAP)	37.1%	38.0%	37.1%	34.2%	33.7%
Operating income as a percentage of revenue less repair payments (non-GAAP)	13.7%	14.0%	10.5%	6.9%	7.1%
<b>Operating Data:</b>					
Number of employees (at year end)	32,388	28,890	27,020	25,520	23,874

### Notes:

- (1) During fiscal 2012, we re-negotiated contracts with certain of our clients and repair centers in the auto claims business, whereby the primary responsibility for providing the services is borne by the repair centers instead of us and the credit risk that the client may not pay for the services is no longer borne by us. As a result of these changes, we are no longer considered to be the principal in providing the services. Accordingly, we no longer account for the amount received from these clients for payments to repair centers and the payments made to repair centers for cases referred by these clients as revenue and cost of revenue, respectively, resulting in lower revenue and cost of revenue.
- (2) Includes the following share-based compensation amounts:

	For the year ended March 31,				
	2016	2015	2014	2013	2012
(US dollars in millions)					
Cost of revenue	\$ 1.9	\$0.8	\$1.3	\$1.0	\$1.0
Selling and marketing expenses	\$ 1.4	\$0.8	\$0.6	\$0.4	\$0.4
General and administrative expenses	\$14.6	\$7.9	\$5.0	\$3.9	\$3.9

- (3) Consists of funds held for clients, derivative assets and prepayments and other current assets.
- (4) Consists of non-current portion of derivative assets and other non-current assets.
- (5) Consists of provisions and accrued expenses, derivative liabilities, pension and other employee obligations, short term line of credit, deferred revenue, current taxes payable and other liabilities.
- (6) Consists of non-current portion of derivatives liabilities, pension and other employee obligations, deferred revenue, deferred tax liabilities and other non-current liabilities.
- (7) Consists of retained earnings and other components of equity.



## [Table of Contents](#)

- (8) Revenue less repair payments is a non-GAAP financial measure which is calculated as (a) revenue less (b) in our auto claims business, payments to repair centers (1) for “fault” repair cases where we act as the principal in our dealings with the third party repair centers and our clients and (2) for “non-fault” repair cases with respect to one former client (whose contract with us was terminated with effect from April 18, 2012). The following table reconciles our revenue (a GAAP financial measure) to revenue less repair payments (a non-GAAP financial measure) for the indicated periods:

	For the year ended March 31,				
	2016	2015	2014	2013	2012
	(US dollars in millions)				
Revenue (GAAP)	\$562.2	\$533.9	\$502.6	\$460.3	\$474.1
Less: Payments to repair centers <sup>(a)</sup>	31.2	30.9	31.1	24.1	79.1
Revenue less repair payments (non-GAAP)	\$531.0	\$503.0	\$471.5	\$436.1	\$395.1

### Note:

- (a) Consists of payments to repair centers in our auto claims business (1) for “fault” repair cases where we act as the principal in our dealings with the third party repair centers and our clients and (2) for “non-fault” repair cases with respect to one former client as discussed below.

We have two reportable segments for financial statement reporting purposes — WNS Global BPM and WNS Auto Claims BPM. In our WNS Auto Claims BPM segment, we provide both “fault” and “non-fault” repairs. For “fault” repairs, we provide claims handling and repair management services, where we arrange for automobile repairs through a network of third party repair centers. Effective July 1, 2015, WNS Legal Assistance LLP, a subsidiary of WNS UK, received an approval from the Solicitors Regulatory Authority, UK, to provide legal services in relation to personal injury claims. In our repair management services, where we act as the principal in our dealings with the third party repair centers and our clients, the amounts which we invoice to our clients for payments made by us to third party repair centers are reported as revenue. Where we are not the principal in providing the services, we record revenue from repair services net of repair cost. Since we wholly subcontract the repairs to the repair centers, we evaluate the financial performance of our “fault” repair business based on revenue less repair payments (non-GAAP) to third party repair centers, which is a non-GAAP financial measure. We believe that revenue less repair payments (non-GAAP) for “fault” repairs reflects more accurately the value addition of the business process management services that we directly provide to our clients.

For our “non-fault” repairs business, we generally provide a consolidated suite of accident management services including credit hire and credit repair, and we believe that measurement of such business on a basis that includes repair payments in revenue is appropriate. Revenue including repair payments is therefore used as a primary measure to allocate resources and measure operating performance for accident management services provided in our “non-fault” repairs business. For one former client in our “non-fault” repairs business (whose contract with us was terminated with effect from April 18, 2012), we provided only repair management services where we wholly subcontracted the repairs to the repair centers (similar to our “fault” repairs). Accordingly, we evaluated the financial performance of our business with this former client in a manner similar to how we evaluate our financial performance for our “fault” repairs business, that is based on revenue less repair payments (non-GAAP). Our “non-fault” repairs business where we provide accident management services, accounts for a relatively small portion of our revenue for our WNS Auto Claims BPM segment.

This non-GAAP financial information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with GAAP. We believe that the presentation of this non-GAAP financial measure in this annual report provides useful information for investors regarding the financial performance of our business and our two reportable segments. Our revenue less repair payments (non-GAAP) 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. Reason for the Offer and the 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

***The global economic and geo-political conditions have been challenging and have had, and may continue to have, an adverse effect on the financial markets and the economy in general, which has had, and may continue to have, a material adverse effect on our business, our financial performance and the prices of our equity shares and ADSs.***

Global economic conditions continue to show signs of turbulence. Some key indicators of sustainable economic growth remain under pressure. Ongoing concerns over the low price of crude oil and other commodities across the globe and the related implications for potential global deflation, as well as concerns of slower economic growth in China, the European Union, or EU, Russia and India, and residual concerns about the sustainability of economic recovery in the US and its substantial debt burden, have contributed to market volatility and diminished expectations for the US, European and global economies. The economic slowdown in China, coupled with turbulence in its financial markets, has global implications through the possibility of contagion into other markets. In the US, there continue to be concerns over the failure to achieve a long term solution to the issues of government spending, the increasing US national debt, and their negative impact on the US economy as well as concerns over potential increases in cost of borrowing and reduction in availability of credit as the US Federal Reserve begins raising interest rates. Globally, countries may require additional financial support, sovereign credit ratings may continue to decline, and there may be default on sovereign debt obligations of certain countries. Any of these may increase the cost of borrowing and cause credit to become more limited. Further, there continue to be signs of economic weakness, such as relatively high levels of unemployment, in major markets including Europe. Continuing conflicts and instability in various regions around the world may lead to additional acts of terrorism, such as the recent attacks in Western Europe, Turkey and the Middle East, and armed conflict around the world. The ongoing refugee crisis in Europe, North Africa and the Middle East may contribute to political and economic instability in those regions. A resurgence of isolationist and/or protectionist policies may curtail global economic growth.

These economic and geo-political conditions may affect our business in a number of ways. The general level of economic activity, such as decreases in business and consumer spending, could result in a decrease in demand for our services, thus reducing our revenue. The cost and availability of credit has been and may continue to be adversely affected by illiquid credit markets and wider credit spreads. Continued turbulence or uncertainty in the European, US, Asian and international financial markets and economies may adversely affect our liquidity and financial condition, and the liquidity and financial condition of our customers. If these market conditions continue or worsen, they may limit our ability to access financing or increase our cost of financing to meet liquidity needs, and affect the ability of our customers to use credit to purchase our services or to make timely payments to us, resulting in adverse effects on our financial condition and results of operations.

Changing economic conditions may have an effect on foreign exchange rates, which in turn may affect our business. For further information, see “—Currency fluctuations among the Indian rupee, the pound sterling, the US dollar, the Australian dollar and the South African rand could have a material adverse effect on our results of operations.”

## [Table of Contents](#)

Uncertainty about current global economic conditions could also continue to increase the volatility of our share price. We cannot predict the timing or duration of an economic slowdown or the timing or strength of a subsequent economic recovery generally or in our targeted industries, including the travel and leisure and insurance industries. If macroeconomic conditions worsen or current global economic conditions continue for a prolonged period of time, we are not able to predict the impact that such worsening conditions will have on our targeted industries in general, and our results of operations specifically.

### ***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. In fiscal 2016 and 2015, our five largest clients accounted for 30.7% and 33.0% of our revenue and 32.5% and 35.0% of our revenue less repair payments (non-GAAP), respectively. In fiscal 2016 and 2015, our three largest clients accounted for 24.0% and 27.4% of our revenue and 25.4% and 29.0% of our revenue less repair payments (non-GAAP), respectively. In fiscal 2016, our largest client, Aviva Global Services (Management Services) Private Limited, or Aviva MS, individually accounted for 10.9% and 11.6% of our revenue and revenue less repair payments (non-GAAP), respectively, as compared to 13.4% and 14.2% in fiscal 2015, respectively. Any loss of business from any major client could reduce our revenue and significantly harm our business.

For example, in line with our expectations, one of our top five clients by revenue contribution in fiscal 2014 and 2013, an online travel agency, or OTA, provided us with lower volume of business in fiscal 2015 as the OTA entered into a strategic marketing agreement with another OTA in August 2013, pursuant to which, it, over a period of time, from the fourth quarter of fiscal 2014 to the fourth quarter of fiscal 2015, moved its customer care and sales processes that were previously managed by us to a technology platform managed by the other OTA. As a result, we lost most of our business from that OTA and since June 2015, we ceased to provide services to that OTA. That OTA accounted for 2.5%, 6.1% and 7.3% of our revenue and 2.6%, 6.5% and 7.7% of our revenue less repair payments (non-GAAP) in fiscal 2015, 2014 and 2013, respectively. The other OTA uses several BPM vendors to manage such processes on their technology platform. We are approved as one of the other OTA's providers of BPM services. We have managed to compete with incumbent BPM vendors for the other OTA's business and the other OTA has become one of our large clients.

Revenue from Aviva MS under our master services agreement with Aviva MS, or the Aviva master services agreement, accounts for a significant portion of our revenue and we expect our dependence on Aviva MS to continue for the foreseeable future. The terms of the Aviva master services agreement include termination at will provisions which permit Aviva MS to terminate the agreement without cause with 180 days' notice upon payment of a termination fee.

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 management service provider or return work in-house.

### ***Our revenue is highly dependent on clients concentrated in a few industries, as well as clients located primarily in Europe and the US. Economic slowdowns or factors that affect these industries or the economic environment in Europe or the US could reduce our revenue and seriously harm our business.***

A substantial portion of our clients are concentrated in the insurance industry and the travel and leisure industry. In fiscal 2016 and 2015, 32.4% and 35.8% of our revenue, respectively, and 28.4% and 31.7% of our revenue less repair payments (non-GAAP), respectively, were derived from clients in the insurance industry. During the same periods, clients in the travel and leisure industry contributed 19.6% and 18.7% of our revenue, respectively, and 20.7% and 19.8% of our revenue less repair payments (non-GAAP), respectively. 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.

## [Table of Contents](#)

Turbulence in the global economy affects both the industries in which our clients are concentrated and the geographies in which we do business. For further details, see “ — The global economic and geo-political conditions have been challenging and have had, and may continue to have, an adverse effect on the financial markets and the economy in general, which has had, and may continue to have, a material adverse effect on our business, our financial performance and the prices of our equity shares and ADSs”. Certain of our targeted industries are especially vulnerable to crises in the financial and credit markets and potential economic downturns. A downturn in any of our targeted industries, particularly the insurance or travel and leisure industries, a slowdown or reversal of the trend to offshore business process outsourcing 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. For example, as a result of the mortgage market crisis, in August 2007, First Magnus Financial Corporation, or FMFC, a US mortgage services client, filed a voluntary petition for relief under Chapter 11 of the US Bankruptcy Code. FMFC was a major client of Trinity Partners Inc. which we acquired in November 2005 from the First Magnus Group and became one of our major clients. In fiscal 2008 and 2007, FMFC accounted for 1.0% and 4.3% of our revenue, respectively, and 1.4% and 6.8% of our revenue less repair payments (non-GAAP), respectively.

Further, the uncertainty in worldwide economic and business conditions has resulted in a few of our clients reducing or postponing their outsourced business requirements, which in turn has decreased the demand for our services and adversely affected our results of operations. In particular, our revenue is highly dependent on the economic environments in Europe and the US, which continue to show signs of economic weakness, particularly weaker economic growth and low inflation in the EU and continued uncertainty in the US. In fiscal 2016 and 2015, 53.3% and 58.2% of our revenue, respectively, and 50.6% and 55.6% of our revenue less repair payments (non-GAAP), respectively, were derived from clients located in Europe (including the UK). During the same periods, 27.6% and 25.9% of our revenue, respectively, and 29.3% and 27.5% of our revenue less repair payments (non-GAAP), respectively, were derived from clients located in North America (primarily the US). Any further weakening of or uncertainty in the European or US economy will likely have a further adverse impact on our revenue.

Other developments may also lead to a decline in the demand for our services in these industries. Significant changes in the financial services industry or any of the other industries on which we focus, or a consolidation in any of these industries or acquisitions, particularly involving our clients, may decrease the potential number of buyers of our services and have an adverse impact on our profitability. 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.

***Currency fluctuations among the Indian rupee, the pound sterling, the US dollar, the Australian dollar, the South African rand and the Philippines peso could have a material adverse effect on our results of operations.***

Although substantially all of our revenue is denominated in pound sterling, US dollars, and to a lesser extent, Australian dollars and South African rand, 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 and, to a lesser extent, in South African rand and Philippines pesos. Therefore, a weakening of the rate of exchange for the pound sterling, the US dollar or the Australian dollar against the Indian rupee or, to a lesser extent, a weakening of the pound sterling against the South African rand would adversely affect our results. Furthermore, we report our financial results in US dollars and our results of operations would be adversely affected if the pound sterling or Australian dollar depreciates against the US dollar, or if the Indian rupee or, to a lesser extent, the South African rand or the Philippines peso appreciates against the US dollar. Although the expected shift in US monetary policy to increase short term interest rates is likely to strengthen the US dollar against a number of currencies, particularly against emerging market currencies, fluctuations between the pound sterling, the Indian rupee, the South African rand, the Australian dollar or the Philippines peso, on the one hand, and the US dollar, on the other hand, also expose us to translation risk when transactions denominated in such currencies are translated to US dollars, our reporting currency. The exchange rates between each of the pound sterling, Indian rupee, South African rand, Australian dollar and Philippines peso, on the one hand, and the US dollar, on the other hand, have changed substantially in recent years and may fluctuate substantially in the future.

The average pound sterling to US dollar exchange rate was approximately £0.66 per \$1.00 in fiscal 2016, which represented a depreciation of the pound sterling by an average of 6.4% as compared with the average exchange rate of £0.62 per \$1.00 in fiscal 2015, which in turn represented an appreciation of the pound sterling by an average of 1.5% as compared with the average exchange rate of approximately £0.63 per \$1.00 in fiscal 2014.

The average Indian rupee to US dollar exchange rate was approximately ₹ 65.43 per \$1.00 in fiscal 2016, which represented a depreciation of the Indian rupee by an average of 7.1% as compared with the average exchange rate of approximately ₹ 61.12 per \$1.00 in fiscal 2015, which in turn represented a depreciation of the Indian rupee by an average of 1.2% as compared with the average exchange rate of approximately ₹ 60.38 per \$1.00 in fiscal 2014.

In fiscal 2016, 2015 and 2014 the South African rand depreciated against the US dollar by an average of 24.3%, 9.4%, and 17.9% respectively, the Australian dollar depreciated against the US dollar by an average of 15.8%, 6.1%, and 9.6% respectively, and the Philippines peso depreciated against the US dollar by an average of 4.3%, 1.9%, and 4.4% respectively.

Our results of operations would be adversely affected if the Indian rupee appreciates significantly against the pound sterling or the US dollar or if the pound sterling or the Australian dollar depreciates against the US dollar or, to a lesser extent, the South African rand or the Philippines peso appreciates significantly against the US dollar. For example, the appreciation of the pound sterling in fiscal 2015 and the depreciation of the South African rand in fiscal 2016 and 2015 against the US dollar positively impacted our results of operations, whereas the depreciation of pound sterling in fiscal 2016 and the depreciation of the Australian dollar in fiscal 2016 and 2015 negatively impacted our results of operations in these years.

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.

***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.***

We have operations in China, Costa Rica, India, the Philippines, Poland, Romania, South Africa, Sri Lanka, the UK and the US, and we service clients across Asia, Europe, South Africa, Australia and North America. Our corporate structure also spans multiple jurisdictions, with our parent holding company incorporated in Jersey, Channel Islands, and intermediate and operating subsidiaries (including branch offices) incorporated in Australia, China, Costa Rica, France, India, Mauritius, the Netherlands, the Philippines, Romania, South Africa, Singapore, Sri Lanka, the United Arab Emirates, the UK and the US. 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), for more information, see “ — Currency fluctuations among the Indian rupee, the pound sterling and the US dollar could have a material adverse effect on our results of operations”;
- legal uncertainty owing to the overlap of different legal regimes, and problems in asserting contractual or other rights across international borders;

## [Table of Contents](#)

- 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.

***Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements. Failure to adhere to the laws and regulations that govern our business or our clients' businesses that we are required to comply with in performing our services could harm our business.***

We have operations in ten countries and our corporate structure spans multiple jurisdictions. Further, we service clients across multiple geographic regions and multiple industries. We are required to comply with numerous, and sometimes conflicting and uncertain, laws and regulations including on matters relating to import/export controls, trade restrictions, taxation, immigration, internal disclosure and control obligations, securities regulation, anti-competition, data privacy and protection, anti-corruption, and employment and labor relations. In addition, we are required to obtain and maintain permits and licenses for the conduct of our business in various jurisdictions. Our clients' business operations are also subject to numerous regulations in the jurisdiction in which they operate or that are applicable to their industry, and our clients may contractually require that we perform our services in compliance with regulations applicable to them or in a manner that will enable them to comply with such regulations. For example, regulations that our clients' business operations are subject to include the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act in the US and the Financial Services Act in the UK.

On account of the global nature of our and our clients' operations, compliance with diverse legal and regulatory requirements is difficult, time-consuming and requires significant resources. Further, the extent of development of legal systems varies across the countries in which we operate and local laws may not be adequately developed or be able to provide us clear guidance to sufficiently protect our rights. Specifically, in many countries including those in which we operate and/or seek to expand to, the practices of local businesses may not be in accord with international business standards and could violate anti-corruption laws and regulations, including the UK Bribery Act 2010 and US Foreign Corrupt Practices Act 1977. Our employees, subcontractors, agents, business partners, the companies we acquire and their employees, subcontractors and agents, and other third parties with which we associate, could act in a manner which violates policies or procedures intended to ensure compliance with laws and regulations, including applicable anti-corruption laws or regulations.

Violations of such laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or were aware of the actions leading to the violations), including fines or penalties, breach of contract damages, disgorgement of profits and suspension or disqualification from work, any of which could materially and adversely affect our business, including our results of operations and our reputation. If we are unable to maintain our licenses, permits or other qualifications necessary 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.

## [Table of Contents](#)

***We face competition from onshore and offshore business process management companies and from information technology companies that also offer business process management 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 diversifying geographic risk, seek to reduce their dependence on any one country. We also face competition from onshore and offshore business process management 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. Technological changes include the development of complex automated systems for the processing of transactions that are formerly labor intensive, which may reduce or replace the need for outsourcing such transaction processing.

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 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.

***Changes in technology could lead to changes in our clients' businesses as well as their requirements for business process services, which may adversely impact our business and results of operations.***

Proliferation of accessible technology, such as smartphones and internet, has had an impact on the manner in which customers and businesses interact with each other. Companies are increasingly adopting social media platforms, online self-help portals and mobile applications for communicating with and servicing their customers rather than utilizing business process management companies such as ourselves to manage these interactions. Our clients also continue to invest in technology by upgrading their platforms and application capabilities towards increased automation of transactions. Advances in software, such as robotic process automation and voice recognition, have the potential to reduce dependency on human processing transactions. Such developments and other innovations, such as autonomous vehicles, have the potential to significantly change the way our clients' businesses operate and may reduce their dependency on business process management companies, including our company, for managing their business processes. We are therefore subject to a risk of disintermediation on account of such changes in technology, which could impact our future growth prospects and may require continued investments in our business.

***If we cause disruptions to our clients' businesses, provide inadequate service or are in breach of our representations or obligations, 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 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, in connection with acquiring new business from a client or entering into client contracts, our employees may make various representations, including representations relating to the quality of our services, abilities of our associates and our project management techniques. A failure or inability to meet a contractual requirement or our representations could seriously damage our reputation and affect our ability to attract new business or result in a claim for substantial damages against us.

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## [Table of Contents](#)

Our dependence on our offshore delivery centers requires us to maintain active data and voice communications between our main delivery centers in China, Costa Rica, India, the Philippines, Poland, Romania, South Africa, Sri Lanka, the UK and the US, our international technology hubs in the UK and the US 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. Although 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. Further, although we have professional indemnity 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.



***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, Chennai was affected by severe flooding in November 2015. Although our clients experienced minimal disruptions during the Chennai flood due to the business continuity planning and infrastructure resiliency measures that are designed to minimize the impact of natural disasters on our business which we have implemented, such measures may be rendered less effective in other circumstances. During floods caused by typhoons in Manila, Philippines in September 2009, our delivery center was rendered inaccessible and our associates were not able to commute to the delivery center for a few days, thereby adversely impacting our provision of services to our clients. 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 also lead to disruption to information systems and telephone service for sustained periods. Damage or destruction that interrupts our provision of BPM 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 property damage insurance and business interruption insurance, our insurance coverage may not be sufficient. Furthermore, we may be unable to secure such insurance coverage at premiums 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.

***We are liable to our clients for damages caused by unauthorized disclosure of sensitive or confidential information, whether through a breach or circumvention of our or our clients' computer systems and processes, 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. Although we seek to implement measures to protect sensitive and confidential client data, there can be no assurance that we would be able to prevent breaches of security. Further, some of our projects require us to conduct business functions and computer operations using our clients' systems over which we do not have control and which may not be compliant with industry security standards. In addition, some of the client designed processes that we are contractually required to follow for delivering services to them and which we are unable to unilaterally change, could be designed in a manner that allows for control weaknesses to exist and be exploited. Any vulnerability in a client's system or client designed process, if exploited, could result in breaches of security or unauthorized transactions and result in a claim for substantial damages against us. If any person, including any of our employees, penetrates our or our clients' 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 or our clients' data centers or computer systems or unauthorized use or disclosure of sensitive or confidential client data, whether through breach of our or our clients' computer systems, systems failure, loss or theft of assets containing confidential information or otherwise, could also have a negative impact on our reputation which would harm our business.

***Our business could be materially and adversely affected if we do not protect our intellectual property or if our services are found to infringe on the intellectual property of others.***

Our success depends in part on certain methodologies, practices, tools and technical expertise we utilize in designing, developing, implementing and maintaining applications and other proprietary intellectual property rights. In order to protect our rights in such intellectual properties, we rely upon a combination of nondisclosure and other contractual arrangements as well as trade secret, copyright and trademark laws. We also generally enter into confidentiality agreements with our employees, consultants, clients and potential clients, and limit access to and distribution of our proprietary information to the extent required for our business purpose.

India is a member of the Berne Convention, an international intellectual property treaty, and has agreed to recognize protections on intellectual property rights conferred under the laws of other foreign countries, including the laws of the United States. There can be no assurance that the laws, rules, regulations and treaties in effect in the United States, India and the other jurisdictions in which we operate and the contractual and other protective measures we take, are adequate to protect us from misappropriation or unauthorized use of our intellectual property, or that such laws will not change. We may not be able to detect unauthorized use and take appropriate steps to enforce our rights, and any such steps may not be successful. Infringement by others of our intellectual property, including the costs of enforcing our intellectual property rights, may have a material adverse effect on our business, results of operations and financial condition.

## [Table of Contents](#)

Our clients may provide us with access to, and require us to use, third party software in connection with our delivery of services to them. Our client contracts generally require our clients to indemnify us for any infringement of intellectual property rights or licenses to third party software when our clients provide such access to us. If the indemnities under our client contracts are inadequate to cover the damages and losses we suffer due to infringement of third party intellectual property rights or licenses to third party software to which we were given access, our business and results of operations could be adversely affected. We are also generally required, by our client contracts, to indemnify our clients for any breaches of intellectual property rights by our services. Although we believe that we are not infringing on the intellectual property rights of others, claims may nonetheless be successfully asserted against us in the future. The costs of defending any such claims could be significant, and any successful claim may require us to modify, discontinue or rename any of our services. Any such changes may have a material adverse effect on our business, results of operations and financial condition.

### ***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 that will expire on or before March 31, 2017 (including work orders/statement of works that will expire on or before March 31, 2017) represented approximately 20% of our revenue and 21% of our revenue less repair payments (non-GAAP) from our clients in fiscal 2016. 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.

For example, one of our largest auto claims clients by revenue contribution in fiscal 2012 terminated its contract with us with effect from April 18, 2012. This client accounted for 10.4% and 7.5% of our revenue and 1.3% and 1.9% of our revenue less repair payments (non-GAAP) in fiscal 2012 and 2011, respectively.

In addition, one of our top five clients by revenue contribution in fiscal 2014 and 2013, an OTA, provided us with a lower volume of business in fiscal 2015 as the OTA entered into a strategic marketing agreement with another OTA in August 2013 pursuant to which it over a period of time, from the fourth quarter of fiscal 2014 to the fourth quarter of fiscal 2015, moved its customer care and sales processes that were previously managed by us to a technology platform managed by the other OTA. As a result, we lost most of our business from that OTA and since June 2015, we ceased to provide services to that OTA. That OTA accounted for 2.5%, 6.1% and 7.3% of our revenue and 2.6%, 6.5% and 7.7% of our revenue less repair payments (non-GAAP) in fiscal 2015, 2014 and 2013, respectively. The other OTA uses several BPM vendors to manage such processes on their technology platform. We are approved as one of the other OTA's providers of BPM services. We have managed to compete with incumbent BPM vendors for the other OTA's business and the other OTA has become one of our large clients. For more information, see "— 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."

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

In many of our client contracts, we agree to include certain provisions which provide for downward revision of our prices under certain circumstances. For example, certain 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 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.

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.

***Fraud and significant security breaches in our or our clients' computer systems and network infrastructure could adversely impact our business***

Our business is dependent on the secure and reliable operation of our information systems, including those used to operate and manage our business and our clients' information systems, whether operated by our clients themselves or by us in connection with our provision of services to them. Although we take adequate measures to safeguard against system-related and other fraud, there can be no assurance that we would be able to prevent fraud or even detect them on a timely basis, particularly where it relates to our clients' information systems which are not managed by us. For example, we have identified incidences where our employees have allegedly exploited weaknesses in information systems as well as processes in order to misappropriate confidential client data and used such confidential data to record fraudulent transactions. We are generally required to indemnify our clients from third party claims arising out of such fraudulent transactions and our client contracts generally do not include any limitation on our liability to our clients' losses arising from fraudulent activities by our employees. Accordingly, we may have significant liability arising from such fraudulent transactions which may materially affect our business and financial results. Although we have professional indemnity insurance coverage for losses arising from fraudulent activities 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 also disclaim coverage as to any future claims. We may also suffer reputational harm as a result of fraud committed by our employees, or by our perceived inability to properly manage fraud related risks, which could in turn lead to enhanced regulatory oversight and scrutiny.

Our expansion into new markets may create additional challenges with respect to managing the risk of fraud due to the increased geographical dispersion and use of intermediaries. Our business also requires the appropriate and secure utilization of client and other sensitive information. We cannot be certain that advances in criminal capabilities (including cyber-attacks or cyber intrusions over the internet, malware, computer viruses and the like), discovery of new vulnerabilities or attempts to exploit existing vulnerabilities in our or our clients' systems, other data thefts, physical system or network break-ins or inappropriate access, or other developments will not compromise or breach the technology protecting our or our client's computer systems and networks that access and store sensitive information. Cyber threats, such as phishing and trojans, could intrude into our or our client's network to steal data or to seek sensitive information. Any intrusion into our network or our client's network (to the extent attributed to us or perceived to be attributed to us) that results in any breach of security could cause damage to our reputation and adversely impact our business and financial results. Although we have implemented security technology and operational procedures to prevent such occurrences, there can be no assurance that these security measures will be successful. A significant failure in security measures could have a material adverse effect on our business, reputation, results of operations and financial condition.

***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.

Such concerns have led to proposed measures in the US that are aimed at limiting or restricting outsourcing. There is also legislation that has been enacted or is pending at the state level in the US, with regard to limiting outsourcing. The measures that have been enacted to date are generally directed at restricting the ability of government agencies to outsource work to offshore business service providers. These measures have not had a significant effect on our business because governmental agencies are not a focus of our operations. However, some legislative proposals would, for example, require contact centers to disclose their geographic locations, require notice to individuals whose personal information is disclosed to non-US affiliates or subcontractors, require disclosures of companies' foreign outsourcing practices, or restrict US private sector companies that have federal government contracts, federal grants or guaranteed loan programs from outsourcing their services to offshore service providers. Such legislation could have an adverse impact on the economics of outsourcing for private companies in the US, which could in turn have an adverse impact on our business with US clients.

Such concerns have also led the UK and other EU jurisdictions to enact regulations which allow employees who are dismissed as a result of transfer of services, which may include outsourcing to non-UK or EU companies, to seek compensation either from the company from which they were dismissed or from the company to which the work was transferred. This could discourage EU companies from outsourcing work offshore and/or could result in increased operating costs for us.

## [Table of Contents](#)

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.

***Adverse changes to our relationships with the companies with whom we have an alliance or in the business of the companies with whom we have an alliance could adversely affect our results of operations.***

We have alliances with companies whose capabilities complement our own. For example, some of our services and solutions are based on technology, software or platforms provided by these companies. The priorities and objectives of these companies with whom we have an alliance may differ from ours. As most of our alliance relationships are non-exclusive, these companies with whom we have an alliance are not prohibited from competing with us or forming closer or preferred arrangements with our competitors. One or more of these companies with whom we have an alliance may be acquired by a competitor, or may merge with each other, either of which could reduce our access over time to the technology, software or platforms provided by those companies. In addition, these companies with whom we have an alliance could experience reduced demand for their technology, software or platforms, including, for example, in response to changes in technology, which could lessen related demand for our services and solutions. If we do not obtain the expected benefits from our alliance relationships for any reason, we may be less competitive, our ability to offer attractive solutions to our clients may be negatively affected, which could have an adverse effect on our results of operations.

***We may face difficulties as we expand our operations to establish delivery centers in onshore locations and offshore in countries in which we have limited or no prior operating experience.***

In April 2014 our delivery center in South Carolina in the US became fully operational. We also opened an additional delivery center in Pennsylvania in the US in September 2014. We intend to continue to expand our global footprint in order to maintain an appropriate cost structure and meet our clients' delivery needs. We plan to establish additional offshore delivery centers in the Asia Pacific and Europe, which may involve expanding into countries other than those in which we currently operate. Our expansion plans may also involve expanding into less developed countries, which may have less political, social or economic stability and less developed infrastructure and legal systems. As we expand our business into new countries we may encounter regulatory, personnel, technological and other difficulties that increase our expenses or delay our ability to start up our operations or become profitable in such countries. This may affect our relationships with our clients and could have an adverse effect on our business, results of operations, financial condition and cash flows.

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

We were founded in April 1996, and we have experienced growth and significantly expanded our operations. For example, over the last six fiscal years, our employees have increased to 32,388 as at March 31, 2016 from 21,958 as at March 31, 2010. In fiscal 2011, we expanded our delivery center in Romania. In fiscal 2013, we opened new facilities in Poland and Vishakhapatnam, or Vizag. In fiscal 2014, our facilities in China and Sri Lanka became operational. In fiscal 2015, our delivery centers in South Carolina and Pennsylvania, in the US, as well as in South Africa, became fully operational, as did our newest facility in China. We now have delivery centers across 10 countries in China, Costa Rica, India, the Philippines, Poland, Romania, South Africa, Sri Lanka, the UK and the US. Further, in February 2011, we received in-principle approval for the allotment of a piece of land on lease for a term of 99 years, measuring 5 acres in Tiruchirappalli Navalpattu, special economic zone, or SEZ, in the state of Tamil Nadu, India from Electronics Corporation of Tamil Nadu Limited, or ELCOT for setting up delivery centers in the future. We intend to further expand our global delivery capability, and we are exploring plans to do so in Asia Pacific and Europe.

We have also completed numerous acquisitions. For example, in June 2012, we acquired Fusion Outsourcing Services (Proprietary) Limited, or Fusion, a leading BPM provider based in South Africa. Fusion provides a range of outsourcing services, including contact center, customer care and business continuity services, to both South African and international clients. With operations in Cape Town and Johannesburg, Fusion employed approximately 1,500 people as at June 30, 2012, which increased to 4,026 people as at March 31, 2016.

## [Table of Contents](#)

This 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 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.

***Our executive and 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 performance of the members of our executive and 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 management industry, and we may not be able to retain our key personnel due to various reasons, including the compensation philosophy followed by our company as described in "Part I — Item 6. Directors, Senior Management and Employees — Compensation". 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. In the event of a loss of any key personnel, there is no assurance that we will be able to find suitable replacements for our key personnel within a reasonable time. 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. A loss of several members of our senior management at the same time or within a short period may lead to a disruption in the business of our company, which could materially adversely affect our performance.

***We may fail to attract and retain enough sufficiently trained employees to support our operations, as competition for highly skilled personnel is significant 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 management 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 management industry, including our company, experiences high employee attrition. During fiscal 2016, 2015 and 2014, the attrition rate for our employees who have completed six months of employment with us was 34%, 34% and 33%, respectively. We cannot assure you that our attrition rate will not continue to increase in the future. There is significant competition in the jurisdictions where our operation centers are located, including India, the Philippines, Romania, South Africa and Sri Lanka, for professionals with the skills necessary to perform the services we offer to our clients. Increased competition for these professionals, in the business process management 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 business will depend largely 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.

***Employee strikes and other labor-related disruptions may adversely affect our operations.***

Our business depends on a large number of employees executing client operations. Strikes or labor disputes with our employees at our delivery centers may adversely affect our ability to conduct business. Our employees are not unionized, although they may in the future form unions. We cannot assure you that there will not be any strike, lock out or material labor dispute in the future. Work interruptions or stoppages could have a material adverse effect on our business, results of operations, financial condition and cash flows.

***We, from time to time, enter into agreements for credit facilities, which may impose operating and financial restrictions on us and our subsidiaries.***

We, from time to time, enter into agreements for credit facilities, which may contain a number of covenants and other provisions that, among other things, may impose operating and financial restrictions on us and our subsidiaries. These restrictions could put a strain on our financial position. For example:

- they may increase our vulnerability to general adverse economic and industry conditions;
- they may require us to dedicate a substantial portion of our cash flow from operations to payments on our loans, thereby reducing the availability of our cash flow to fund capital expenditure, working capital and other general corporate purposes;
- they may require us to seek lenders' consent prior to paying dividends on our ordinary shares;
- they may limit our ability to incur additional borrowings or raise additional financing through equity or debt instruments; and
- they may impose certain financial covenants on us that we may not be able to meet, which may cause the lenders to accelerate the repayment of the balance loan outstanding.

Further, the restrictions that may be contained in our agreements for credit facilities that we enter into from time to time may limit our ability to plan for or react to market conditions, meet capital needs or make acquisitions or otherwise restrict our activities or business plans. Our ability to comply with the covenants of our agreements for credit facilities that we enter into from time to time may be affected by events beyond our control, and any material deviations from our forecasts could require us to seek waivers or amendments of covenants or alternative sources of financing or to reduce expenditures. We cannot assure you that such waivers, amendments or alternative financing could be obtained, or if obtained, would be on terms acceptable to us.

***To fund our capital expenditures and service any indebtedness and other potential liquidity requirements, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control and we may need to access the credit market to meet our liquidity requirements.***

Our ability to fund planned capital expenditures and to make payments on any outstanding loans will depend on our ability to generate cash in the future. This, to a large extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. Furthermore, given that the uncertainty over global economic conditions remains, there can be no assurance that our business activity will be maintained at our expected level to generate the anticipated cash flows from operations or that our credit facilities would be available or sufficient. If global economic uncertainties continue, we may experience a decrease in demand for our services, resulting in our cash flows from operations being lower than anticipated. This may in turn result in our need to obtain financing.

If we cannot fund our capital expenditure and service our credit facilities, we may have to take actions such as seeking additional equity or reducing or delaying capital expenditures, strategic acquisitions and investments. We cannot assure you that any such actions, if necessary, could be effected on commercially reasonable terms or at all.

## [Table of Contents](#)

***If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent or detect fraud. As a result, current and potential investors could lose confidence in our financial reporting, which could harm our business and have an adverse effect on our ADS price.***

Effective internal control over financial reporting is necessary for us to provide reliable financial reports. The effective internal controls together with adequate disclosure controls and procedures are designed to prevent or detect fraud. Deficiencies in our internal controls may adversely affect our management's ability to record, process, summarize, and report financial data on a timely basis. As a public company, we are required by Section 404 of the Sarbanes-Oxley Act of 2002 to include a report of management's assessment on our internal control over financial reporting and an auditor's attestation report on our internal control over financial reporting in our annual reports on Form 20-F.

If material weaknesses are identified in our internal controls over financial reporting, we could be required to implement remedial measures. If we fail to maintain effective disclosure controls and procedures or internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, which could have a material adverse effect on our ADS price.

***Wage increases 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 countries where we have delivery centers, in particular 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, rapid economic growth in India, increased demand for business process management outsourcing to India, increased competition for skilled employees in India, and regulatory developments resulting in wage increases in India may reduce this competitive advantage. For example, in December 2015, the Government of India amended the Payment of Bonus Act, 1965, which mandated increased employee bonus amounts for certain wage categories, effective retroactively from April 1, 2014. As a result, our wage costs in India have increased. 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 further 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.

Further, following the establishment of our delivery centers in the US in 2014, our operations in the US have expanded and our wage costs for employees located in the UK and the US now represent a larger proportion of our total wage costs. Wage increases in the UK and the US may therefore also 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 fluctuations and seasonal changes in the operations of our clients. For example, our clients in the travel and leisure industry experience seasonal changes in their operations in connection with the US summer holiday season, as well as episodic factors such as adverse weather conditions. Transaction volumes can be impacted by market conditions affecting the travel and insurance industries, including natural disasters, outbreak of infectious diseases or other serious public health concerns in Asia or elsewhere (such as the outbreak of the Influenza A (H7N9) virus in various parts of the world) and terrorist attacks. In addition, our contracts do not generally commit our clients to provide us with a specific volume of business.

## [Table of Contents](#)

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 make it difficult to predict the timing of new client engagements. Commencement of work and ramping up of volume of work with certain new and existing clients have in the past been slower than we had expected and may in the future be slower than we expect. 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.

### ***If our pricing structures do not accurately anticipate the cost and complexity of performing our work, our profitability may be negatively affected.***

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 we negotiate pricing terms with our clients utilizing a range of pricing structures and conditions. Depending on the particular contract, these include input-based pricing (such as full-time equivalent-based pricing arrangements), fixed-price arrangements, output-based pricing (such as transaction-based pricing), outcome-based pricing, and contracts with features of all these pricing models. Our pricing is highly dependent on our internal forecasts and predictions about our projects and the marketplace, which are largely based on limited data and could turn out to be inaccurate. If we do not accurately estimate the costs and timing for completing projects, our contracts could prove unprofitable for us or yield lower profit margins than anticipated. Some of our client contracts do not allow us to terminate the contracts except in the case of non-payment by our client. If any contract turns out to be economically non-viable for us, we may still be liable to continue to provide services under the contract.

We intend to focus on increasing our service offerings that are based on non-linear pricing models (such as fixed-price and outcome-based pricing models) that allow us to price our services based on the value we deliver to our clients rather than the headcount deployed to deliver the services to them. Non-linear revenues may be subject to short term pressure on margins as initiatives in developing the products and services take time to deliver. The risk of entering into non-linear pricing arrangements is that if we fail to properly estimate the appropriate pricing for a project, we may incur lower profits or losses as a result of being unable to execute projects with the amount of labor we expected or at a margin sufficient to recover our initial investments in our solutions. While non-linear pricing models are expected to result in higher revenue productivity per employee and improved margins, they also mean that we continue to bear the risk of cost overruns, wage inflation, fluctuations in currency exchange rates and failure to achieve clients' business objectives in connection with these projects.

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. An important component 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. During fiscal 2016, 2015 and 2014, we incurred significant expenditures to increase our number of seats by establishing additional delivery centers or expanding production capacities in our existing delivery centers. During fiscal 2015, we incurred costs to move our operations from one site in Gurgaon to another. 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 revenue from client contracts, 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. Further, because there is no certainty that our business will ramp up at the rate that we anticipate, we may incur expenses for the increased capacity for a significant period of time without a corresponding growth in our revenue. Commencement of work and ramping up of volume of work with certain new and existing clients have in the past been slower than we had expected and may in the future be slower than we expect. If our revenue does not grow at our expected rate, we may not be able to maintain or improve our profitability.



## [Table of Contents](#)

We have in the past and may in the future enter into subcontracting arrangements for the delivery of services. For example, in China, in addition to delivering services from our own delivery center, we used to deliver services through a subcontractor's delivery center. We could face greater risk when pricing our outsourcing contracts, as our outsourcing projects typically entail the coordination of operations and workforces with our subcontractor, and utilizing workforces with different skill sets and competencies. Furthermore, when outsourcing work we assume responsibility for our subcontractors' performance. Our pricing, cost and profit margin estimates on outsourced work may include anticipated long-term cost savings from transformational and other initiatives that we expect to achieve and sustain over the life of the outsourcing contract. There is a risk that we will underprice our contracts, fail to accurately estimate the costs of performing the work or fail to accurately assess the risks associated with potential contracts. In particular, any increased or unexpected costs, delays or failures to achieve anticipated cost savings, or unexpected risks we encounter in connection with the performance of this work, including those caused by factors outside our control, could make these contracts less profitable or unprofitable, which could have an adverse effect on our profit margin

### ***We have incurred losses in the past. We may not be profitable in the future.***

We incurred losses in each of the three fiscal years from fiscal 2003 through fiscal 2005. We expect our selling and marketing expenses and general and administrative expenses to increase in future periods. 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 losses.

### ***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. It is possible that in the future we may not succeed in identifying suitable acquisition targets available for sale or investments on reasonable terms, have access to the capital required to finance potential acquisitions or investments, or be able to consummate any acquisition or investments. Future acquisitions or joint ventures may also result in the incurrence of indebtedness or the issuance of additional equity securities, which may present difficulties in financing the acquisition or joint venture on attractive terms. The inability to identify suitable acquisition targets or investments or the inability to complete such transactions may affect our competitiveness and our growth prospects.

Historically, we have expanded some of our service offerings and gained new clients through strategic acquisitions. For example, in November 2011, we acquired the shareholding of Advanced Contact Solutions, Inc., or ACS, our former joint venture partner in WNS Philippines Inc. and increased our share ownership from 65% to 100%. The lack of profitability of any of our acquisitions or joint ventures could have a material adverse effect on our operating results.

In addition, our management may not be able to successfully integrate any acquired business into our operations or benefit from any joint ventures that we enter into, and any acquisition we do complete or any joint venture we do enter into may not result in long-term benefits to us. For instance, if we acquire a company, we could experience difficulties in assimilating that company's personnel, operations, technology and software, or the key personnel of the acquired company may decide not to work for us. In March 2016, we entered into a definitive agreement to acquire Value Edge Research Services Pvt. Ltd., or Value Edge, a provider of commercial research and analytics services to clients in the pharma industry. The acquisition is subject to regulatory approval and other customary closing conditions and is expected to close in the first quarter of fiscal 2017. Assuming completion of our acquisition of Value Edge, we cannot assure you that we will be able to successfully integrate Value Edge's business operations with ours, or that we will be able to successfully leverage Value Edge's assets to grow our revenue, expand our service offerings and market share or achieve accretive benefits from our acquisition of Value Edge.

Further, we may receive claims or demands by the sellers of the entities acquired by us on the indemnities that we have provided to them for losses or damages arising from any breach of contract by us. Conversely, while we may be able to claim against the sellers on their indemnities to us for breach of contract or breach of the representations and warranties given by the sellers in respect of the entities acquired by us, there can be no assurance that our claims will succeed, or if they do, that we will be able to successfully enforce our claims against the sellers at a reasonable cost. Acquisitions and joint ventures 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.

***We recorded a significant impairment charge to our earnings in fiscal 2008 and may be required to record another significant charge to earnings in the future when we review our goodwill, intangible or other assets for potential impairment.***

As at March 31, 2016, we had goodwill and intangible assets of approximately \$76.2 million and \$27.1 million, respectively, which primarily resulted from the purchases of Aviva Global Services Singapore Pte. Ltd., or Aviva Global (which we have renamed as WNS Customer Solutions (Singapore) Private Limited, or WNS Global Singapore, following our acquisition), BizAps, Chang Limited, Flovate Technologies Limited, or Flovate, Fusion, Marketics Technologies (India) Private Limited, or Marketics, Town & Country Assistance Limited (which we subsequently rebranded as WNS Assistance), and WNS Global Services Private Limited, or WNS Global. Of the \$27.1 million of intangible assets as at March 31, 2016, \$12.5 million pertain to our purchase of Aviva Global. Under IFRS, we are required to review our goodwill, intangibles or other assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. In addition, goodwill, intangible or other assets with indefinite lives are required to be tested for impairment at least annually. We performed an impairment review and recorded a significant impairment charge to our earnings in fiscal 2008 relating to Trinity Partners Inc. If, for example, the insurance industry experiences a significant decline in business and we determine that we will not be able to achieve the cash flows that we had expected from our acquisition of Aviva Global, we may have to record an impairment of all or a portion of the \$12.5 million of intangible assets relating to our purchase of Aviva Global. We may be required in the future to record a significant charge to earnings in our financial statements during the period in which any impairment of our goodwill or other intangible assets is determined. Such charges may have a significant adverse impact on our results of operations.

***We are incorporated in Jersey, Channel Islands and are subject to Jersey rules and regulations. If the tax benefits enjoyed by our company are withdrawn or changed, we may be liable for higher tax, thereby reducing our profitability.***

As a company incorporated in Jersey, Channel Islands, we are currently subject to no Jersey income tax rate. Although we continue to enjoy the benefits of the Jersey business tax regime, if Jersey tax laws change or the tax benefits we enjoy are otherwise withdrawn or changed, we may become liable for higher tax, thereby reducing our profitability.

## Risks Related to Key Delivery Locations

***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. 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 management 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. The Government of India may also enact new tax legislation or amend the existing legislation that could impact the way we are taxed in the future. For more information, see “ — New tax legislation and the results of actions by taxing authorities may have an adverse effect on our operations and our overall tax rate.” Other legislation passed by the Government of India may also impact our business. For example, in December 2015, the Government of India amended the Payment of Bonus Act, 1965, which mandated increased employee bonus amounts for certain wage categories, effective retroactively from April 1, 2014. As a result, our wage costs in India have increased. 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 regulations and 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, the value of our ADSs and your investment in our ADSs.

***Our business in South Africa is evaluated for compliance with the South African government’s Broad-Based Black Economic Empowerment, or BBBEE, legislation. Failure to maintain a minimum BBBEE rating would result in a loss of certain government grants, and may also result in us losing certain business opportunities or clients imposing contractual penalties on us.***

Our business in South Africa is evaluated for compliance with the South African government’s BBBEE legislation against a BBBEE scorecard based on various criteria. South African government grants are available to certain businesses that meet specified conditions, including achieving a specified minimum BBBEE rating. Additionally, many South African companies require their service providers to maintain a minimum BBBEE rating, and many of our South African client contracts contain clauses that allow our clients to terminate their contracts with us or impose specified penalties on us if we do not maintain a minimum BBBEE rating. Under the BBBEE criteria that were in effect prior to March 2016, we have achieved the required rating. Our current compliance rating is effective until March 2017.

New BBBEE criteria will be effective for us from March 2017, according to which an entity will receive a new compliance rating. Under these new criteria, our rating based on our current structure and practices will drop and we will be required contractually to achieve a minimum rating. We have developed a plan to achieve or improve upon our current rating by the next BBBEE verification audit for fiscal 2018. This plan includes, among other measures, divesting some of our interests in our South Africa subsidiary to address the criterion relating to the percentage of ownership of an entity by “black people” (as defined under the applicable legislation). However, there is no assurance that we will successfully maintain our existing BBBEE rating under the new criteria by February 2017, or at all. If we fail to achieve the required BBBEE rating, we will cease to be eligible for government grants, will be disqualified from bidding for certain business, and our clients may terminate their contracts with us or impose penalties on us. These outcomes would have an adverse effect on our business, results of operations, financial condition and cash flows.

***If the tax benefits and other incentives that we currently enjoy are reduced or withdrawn or not available for any other reason, our financial condition would be negatively affected.***

We have benefitted from, and continue to benefit from, certain tax holidays and exemptions in various jurisdictions in which we have operations.

In fiscal 2016, fiscal 2015 and 2014, our tax rate in India, the Philippines and Sri Lanka impacted our effective tax rate. We would have incurred approximately \$5.0 million, \$3.0 million and \$1.7 million in additional income tax expense on our combined operations in our SEZ operations in India, the Philippines and Sri Lanka for fiscal 2016, fiscal 2015 and 2014 respectively, if the tax holidays and exemptions as described below had not been available for the respective periods.

We expect our tax rate in India, the Philippines and Sri Lanka to continue to impact our effective tax rate. Our tax rate in India has been impacted by the reduction in the tax exemption enjoyed by our delivery center located in Gurgaon under the SEZ scheme from 100.0% to 50.0% which started in fiscal 2013. However, we expect to expand the operations in our delivery centers located in other SEZs that are still in their initial five years of operations and therefore eligible for 100.0% income tax exemption.

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## [Table of Contents](#)

For example, in the past, the majority of our Indian operations were eligible to claim income tax exemption with respect to profits earned from export revenue from operating units registered under the Software Technology Parks of India, or STPI. The benefit was available for a period of 10 years from the date of commencement of operations, but not beyond March 31, 2011. Effective April 1, 2011, upon the expiration of this tax exemption, income derived from our STPI operations in India became subject to the prevailing annual tax rate, which is currently 34.61%, and was 33.99% in fiscal 2015 and 2014. See “Part I – Item 4. Information on the Company – B. Business Overview – Regulations.”

When any of our tax holidays or exemptions expire or terminate, or if the applicable government withdraws or reduces the benefits of a tax holiday or exemption that we enjoy, our tax expense may materially increase and this increase may have a material impact on our results of operations. The applicable tax authorities may also disallow deductions claimed by us and assess additional taxable income on us in connection with their review of our tax returns.

***New tax legislation and the results of actions by taxing authorities may have an adverse effect on our operations and our overall tax rate.***

The Government of India may enact new tax legislation that could impact the way we are taxed in the future. For example, the Government of India has clarified that, with retrospective effect from April 1, 1962, any income accruing or arising directly or indirectly through the transfer of capital assets situated in India will be taxable in India. If any of our transactions are deemed to involve the direct or indirect transfer of a capital asset located in India, such transactions could be investigated by the Indian tax authorities, which could lead to the issuance of tax assessment orders and a material increase in our tax liability. For example, we received requests for information from, and are in discussions with, the relevant income tax authority in India relating to our acquisition in July 2008 from Aviva of all the shares of Aviva Global, which owned subsidiaries with assets in India and Sri Lanka. The Government of India has issued guidelines on General Anti Avoidance Rule, or the GAAR, which is currently expected to be effective April 1, 2017, and which is intended to curb sophisticated tax avoidance. Under the GAAR, a business arrangement will be deemed an “impermissible avoidance arrangement” if the main purpose of the arrangement is to obtain tax benefits. Although the full implications of the GAAR are presently still unclear, if we are deemed to have violated any of its provisions, we may face an increase to our tax liability.

Further, the Government of India, pursuant to the Indian Finance Act 2014, stipulated that any income arising from unlisted securities and units (other than equity oriented funds) after July 10, 2014 would be considered as a long term capital gain if held for more than 36 months as compared to the earlier period of 12 months. At the time of the change, income from a long term capital asset was taxed at 10% as compared to 34.61% for income from short term capital assets. We invested in a number of debt oriented fixed maturity plans, or FMPs in fiscal 2014 that were categorized as long term capital assets under the previous rules but are now categorized as short term capital assets under the current rules. As a result, our investment in such FMPs resulted in additional income tax payable of \$0.03 million in fiscal 2016 and \$1.7 million in fiscal 2015 which reduced our net profit by the respective same amounts for those fiscal years.

The Government of India, the US or other jurisdictions where we have a presence could enact new tax legislation which would have a material adverse effect on our business, results of operations and financial condition. In addition, our ability to repatriate surplus earnings from our delivery centers in a tax-efficient manner is dependent upon interpretations of local laws, possible changes in such laws and the renegotiation of existing double tax avoidance treaties. Changes to any of these may adversely affect our overall tax rate, or the cost of our services to our clients, which would have a material adverse effect on our business, results of operations and financial condition.

***We are subject to transfer pricing and other tax related regulations and any determination that we have failed to comply with them could materially adversely affect our profitability.***

Transfer pricing regulations to which we are subject require that any international transaction among our company and its subsidiaries, or the WNS group enterprises, be on arm’s-length terms. Transfer pricing regulations in India have been extended to cover specified Indian domestic transactions as well. We believe that the international and India domestic transactions among the WNS group enterprises are on arm’s-length terms. If, however, the applicable tax authorities determine that the transactions among the WNS group enterprises do not meet arm’s-length criteria, we may incur increased tax liability, including accrued interest and penalties. This would cause our tax expense to increase, possibly materially, thereby reducing our profitability and cash flows. We have signed an advance pricing agreement with the Government of India providing for the agreement on transfer pricing matters over certain transactions covered thereunder for a period of five years starting from April 2013.

***We may be required to pay additional taxes in connection with audits by the Indian tax authorities.***

From time to time, we receive orders of assessment from Indian tax authorities assessing additional taxable income on us and/or our subsidiaries in connection with their review of our tax returns. We currently have orders of assessment for fiscal 2004 through fiscal 2012 pending before various appellate authorities. These orders assess additional taxable income that could in the aggregate give rise to an estimated ₹ 2,798.2 million (\$42.2 million based on the exchange rate on March 31, 2016) in additional taxes, including interest of ₹ 1,029.7 million (\$15.5 million based on the exchange rate on March 31, 2016).

These orders of assessment allege that the transfer prices we applied to certain of the international transactions between WNS Global or WNS Business Consulting Services Private Limited, or WNS BCS, each of which is one of our Indian subsidiaries, as the case may be, and our other wholly-owned subsidiaries were not on arm's-length terms, disallow a tax holiday benefit claimed by us, deny the set-off of brought forward business losses and unabsorbed depreciation and disallow certain expenses claimed as tax deductible by WNS Global or WNS BCS, as the case may be. As at March 31, 2016 we have provided a tax reserve of ₹ 907.0 million (\$13.7 million based on the exchange rate on March 31, 2016) primarily on account of the Indian tax authorities' denying the set off of brought forward business losses and unabsorbed depreciation. We have appealed against these orders of assessment before higher appellate authorities. For more details on these assessments, see "Part I — Item 5 – Operating and Financial Review and Prospects—Tax Assessment Orders".

In addition, we currently have orders of assessment pertaining to similar issues that have been decided in our favor by first level appellate authorities, vacating tax demands of ₹ 2,845.7 million (\$42.9 million based on the exchange rate on March 31, 2016) in additional taxes, including interest of ₹ 879.3 million (\$13.3 million based on the exchange rate on March 31, 2016). The income tax authorities have filed appeals against these orders at higher appellate authorities.

In case of disputes, the Indian tax authorities may require us to deposit with them all or a portion of the disputed amounts pending resolution of the matters on appeal. Any amount paid by us as deposits will be refunded to us with interest if we succeed in our appeals. We have deposited a portion of the disputed amount with the tax authorities and may be required to deposit the remaining portion of the disputed amount with the tax authorities pending final resolution of the respective matters.

As at March 31, 2016, corporate tax returns for fiscal years 2013 and thereafter remain subject to examination by tax authorities in India.

After consultation with our Indian tax advisors and based on the facts of these cases, certain legal opinions from counsel, the nature of the tax authorities' disallowances and the orders from first level appellate authorities deciding similar issues in our favor in respect of assessment orders for earlier fiscal years, we believe these orders are unlikely to be sustained at the higher appellate authorities and we intend to vigorously dispute the orders of assessment.

In March 2009, we also received an assessment order from the Indian Service Tax Authority demanding payment of ₹ 348.1 million (\$5.3 million based on the exchange rate on March 31, 2016) of service tax and related penalty for the period from March 1, 2003 to January 31, 2005. The assessment order alleges that service tax is payable in India on BPM services provided by WNS Global to clients based abroad as the export proceeds are repatriated outside India by WNS Global. In response to an appeal filed by us with the appellate tribunal against the assessment order in April 2009, the appellate tribunal has remanded the matter back to the lower tax authorities to be adjudicated afresh. Based on consultations with our Indian tax advisors, we believe this order of assessment is more likely than not to be upheld in our favor. We intend to continue to vigorously dispute the assessment.

No assurance can be given, however, that we will prevail in our tax disputes. If we do not prevail, payment of additional taxes, interest and penalties may adversely affect our results of operations, financial condition and cash flows. There can also be no assurance that we will not receive similar or additional orders of assessment in the future.

***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 materially 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 previous 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 the bombings of the Taj Mahal Hotel and Oberoi Hotel in Mumbai in 2008, 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 and the UK, 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 previous 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.

***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 management 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.

***Most of our delivery centers operate on leasehold property and our inability to renew our leases on commercially acceptable terms or at all may adversely affect our results of operations.***

Most of our delivery centers operate on leasehold property. Our leases are subject to renewal and we may be unable to renew such leases on commercially acceptable terms or at all. Our inability to renew our leases, or a renewal of our leases with a rental rate higher than the prevailing rate under the applicable lease prior to expiration, may have an adverse impact on our operations, including disrupting our operations or increasing our cost of operations. In addition, in the event of non-renewal of our leases, we may be unable to locate suitable replacement properties for our delivery centers or we may experience delays in relocation that could lead to a disruption in our operations. Any disruption in our operations could have an adverse effect on our results of operation.

## 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 to pay for acquisitions using our equity securities. As at March 31, 2016, we had 52,406,304 ordinary shares (including 1,100,000 treasury shares), outstanding, including 52,182,911 shares represented by 52,182,911 ADSs. In addition, as at March 31, 2016, a total of 3,612,644 ordinary shares or ADSs are issuable upon the exercise or vesting of options and restricted share units, or RSUs, outstanding under our 2002 Stock Incentive Plan and our Third Amended and Restated 2006 Incentive Award Plan. All ADSs are freely transferable, except that ADSs owned by our affiliates 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 also 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.

### ***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;
- actual or anticipated fluctuations in our 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 management;
- addition or loss of executive officers or key employees;
- sales or expected sales of additional shares or ADSs;
- loss of one or more significant clients; and
- a change in control, or possible change of control, of our company.

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.



## [Table of Contents](#)

### ***We may not be able to pay any dividends on our shares and ADSs.***

We have never declared or paid any dividends on our ordinary shares. We cannot give any assurance that we will declare dividends of any amount, at any rate or at all. Because we are a holding company, we rely principally on dividends, if any, paid by our subsidiaries to us to fund our dividend payments, if any, to our shareholders. Any limitation on the ability of our subsidiaries to pay dividends to us could have a material adverse effect on our ability to pay dividends to you.

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 provisions of the Companies (Jersey) Law 1991, or the 1991 Law, and our Articles of Association, we may by ordinary resolution declare annual dividends to be paid to our shareholders according to their respective rights and interests in our distributable reserves. 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 distributable reserves. We can only declare dividends 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 12 months 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.

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. See “ — Risks Related to Our Business — We, from time to time, enter into agreements for credit facilities, which may impose operating and financial restrictions on us and our subsidiaries.”

### ***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 proxy rules of the Commission, 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.

***Holders of ADSs may be subject to limitations on transfers of their ADSs.***

The ADSs are transferable on the books of the depository. However, the depository may close its transfer books at any time or from time to time when it deems necessary or advisable in connection with the performance of its duties. In addition, the depository may refuse to deliver, transfer or register transfers of ADSs generally when the transfer books of the depository are closed, or at any time or from time to time if we or the depository deem it necessary or advisable to do so because of any requirement of law or of any government or governmental body or commission or any securities exchange on which the American Depositary Receipts or our ordinary shares are listed, or under any provision of the deposit agreement or provisions of or governing the deposited shares, or any meeting of our shareholders, or for any other reason.

***Holders of ADSs may not be able to participate in rights offerings or elect to receive share dividends and may experience dilution of their holdings, and the sale, deposit, cancellation and transfer of our ADSs issued after exercise of rights may be restricted.***

If we offer our shareholders any rights to subscribe for additional shares or any other rights, the depository may make these rights available to them after consultation with us. We cannot make rights available to holders of our ADSs in the US unless we register the rights and the securities to which the rights relate under the Securities Act, or an exemption from the registration requirements is available. In addition, under the deposit agreement, the depository will not distribute rights to holders of our ADSs unless we have requested that such rights be made available to them and the depository has determined that such distribution of rights is lawful and reasonably practicable. We can give no assurance that we can establish an exemption from the registration requirements under the Securities Act, and we are under no obligation to file a registration statement with respect to these rights or underlying securities or to endeavor to have a registration statement declared effective. Accordingly, holders of our ADSs may be unable to participate in our rights offerings and may experience dilution of your holdings as a result. The depository may allow rights that are not distributed or sold to lapse. In that case, holders of our ADSs will receive no value for them. In addition, US securities laws may restrict the sale, deposit, cancellation and transfer of ADSs issued after exercise of rights.

***We may be classified as a passive foreign investment company, which could result in adverse US federal income tax consequences to US Holders of our ADSs or ordinary shares.***

Based on our financial statements and relevant market and shareholder data, we believe that we should not be treated as a passive foreign investment company for US federal income tax purposes, or PFIC, with respect to our most recently closed taxable year. However, the application of the PFIC rules is subject to uncertainty in several respects, and we cannot assure you that we will not be a PFIC for any taxable year. A non-US corporation will be a PFIC for any taxable year if either (i) at least 75% of its gross income for such year is passive income or (ii) at least 50% of the value of its assets (based on an average of the quarterly values of the assets) during such year is attributable to assets that produce passive income or are held for the production of passive income. A separate determination must be made after the close of each taxable year as to whether we were a PFIC for that year. Because the value of our assets for purposes of the PFIC test will generally be determined by reference to the market price of our ADSs and ordinary shares, fluctuations in the market price of the ADSs and ordinary shares may cause us to become a PFIC. In addition, changes in the composition of our income or assets may cause us to become a PFIC. If we are a PFIC for any taxable year during which a US Holder (as defined in “Part I — Item 10. Additional Information — E. Taxation — US Federal Income Taxation”) holds an ADS or ordinary share, certain adverse US federal income tax consequences could apply to such US Holder.

***Our share repurchase program could affect the price of our ADSs.***

Our Board of Directors and shareholders have authorized the repurchase of up to 3.3 million of our ADSs, each representing one ordinary share, at a price range of \$10 to \$50 per ADS, in the open market from time to time over the next thirty-six (36) months from the date of our shareholders' approval on March 16, 2016. Any repurchases pursuant to our repurchase program could affect the price of our ADSs and increase its volatility. The existence of a repurchase program could also cause the price of our ADSs to be higher than it would be in the absence of such a program and could potentially reduce the market liquidity of our ADSs. There can be no assurance that any repurchases will enhance shareholder value because the market price of our ADSs may decline below the levels at which we repurchase any ADSs. In addition, although our repurchase program is intended to enhance long-term shareholder value, short-term price fluctuations in our ADSs could reduce the program's effectiveness. Significant changes in the price of our ADSs and our ability to fund our proposed repurchase program with cash on hand could impact our ability to repurchase ADSs. The timing and amount of future repurchases is dependent on our cash flows from operations, available cash on hand and the market price of our ADSs. Furthermore, the program does not obligate our Company to repurchase any dollar amount or number of ADSs and may be suspended or discontinued at any time, and any suspension or discontinuation could cause the market price of our ADSs to decline.

***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, 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.

## 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 Queensway House, Hilgrove Street, St Helier, Jersey JE1 1ES. 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. 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.wns.com](http://www.wns.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., 15 Exchange Place, 3<sup>rd</sup> Floor, Suite 310, Jersey City, New Jersey 07302, US.

We began operations as an in-house unit of British Airways in 1996 and became a business process outsourcing service provider for 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 July 2006, we completed our initial public offering, whereupon our ADSs became listed on the New York Stock Exchange, or the NYSE, under the symbol “WNS”. In February 2012, in connection with our follow-on offering, we issued new ordinary shares in the form of ADSs, at a price of \$9.25 per ADS, aggregating approximately \$50.0 million and at the same time, Warburg Pincus divested 6,847,500 ordinary shares in the form of ADSs. In February 2013, Warburg Pincus sold its remaining 14,519,144 ordinary shares in the form of ADSs, thereby divesting its entire stake in our company.

From 2004 to July 2007, we provided business process outsourcing services to Aviva, a major client, pursuant to build-operate-transfer contracts from facilities in Colombo, Sri Lanka and Pune, India. The contracts at that time granted Aviva Global the option to require us to transfer our facilities in Sri Lanka and Pune to Aviva Global, which was the business process offshoring subsidiary of Aviva at that time. In 2007, Aviva Global exercised its call option requiring us to transfer the Sri Lanka facility to Aviva Global and the transfer was effective in July 2007. In July 2008, we acquired Aviva Global from Aviva and resumed ownership of the Sri Lanka facility. In connection with our acquisition of Aviva Global, we also entered into a master services agreement with Aviva MS in 2008, or the 2008 Aviva master services agreement, which we replaced with the Aviva master services agreement in September 2014, pursuant to which we provide BPM services to Aviva’s UK business and Aviva’s Irish subsidiary, Hibernian Aviva Direct Limited, and certain of its affiliates. See “Part I — Item 5. Operating and Financial Review and Prospects — Revenue — Our Contracts” for more details on this transaction.

We have made a number of acquisitions since fiscal 2003, including our acquisition of Town & Country Assistance Limited, a UK-based automobile claims handling company, thereby extending our service portfolio beyond the travel and leisure industry to include insurance-based automobile claims processing. We subsequently rebranded the company as WNS Assistance, which is part of WNS Auto Claims BPM, our reportable segment for financial statement purposes. In fiscal 2004, we acquired the health claims management business of Greensnow Inc. In fiscal 2006, we acquired Trinity Partners Inc. (which we merged into our subsidiary, WNS North America Inc.), a provider of BPM services to financial institutions, focusing on mortgage banking. In August 2006, we acquired from PRG Airlines Services Limited, or PRG Airlines, its fare audit services business. In September 2006, we acquired from GHS Holdings LLC, or GHS, its financial accounting 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, which we subsequently renamed as WNS Workflow Technologies Limited. In March 2008, we entered into a joint venture with ACS, a provider in BPO services and customer care in the Philippines, to form WNS Philippines Inc. and in November 2011, we acquired ACS’s shareholding in WNS Philippines Inc., which became our wholly-owned subsidiary. In April 2008, we acquired Chang Limited, an auto insurance claims processing services provider in the UK, through its wholly-owned subsidiary, Accidents Happen Assistance Limited, or AHA (formerly known as Call 24-7 Limited, or Call 24-7). In June 2008, we acquired BizApps, a provider of Systems Applications and Products, or SAP<sup>®</sup>, solutions to optimize the enterprise resource planning functionality for our finance and accounting processes. In June 2012, we acquired Fusion, a provider of a range of outsourcing services, including contact center, customer care and business continuity services, to both South African and international clients. Following our acquisition of Fusion, we have renamed it as WNS Global Services SA (Pty) Ltd.

## [Table of Contents](#)

In fiscal 2010, we restructured our organizational structure in order to streamline our administrative operations, achieve operational and financial synergies, and reduce the costs and expenses relating to regulatory compliance. This restructuring involved the merger of the following seven Indian subsidiaries of WNS Global into WNS Global through a Scheme of Amalgamation approved by an order of the Bombay High Court passed in August 2009 pursuant to the Indian Companies Act, 1956: Customer Operational Services (Chennai) Private Limited, Marketics, Noida Customer Operations Private Limited, or Noida, NTrance Customer Services Private Limited, WNS Customer Solutions (Private) Limited, or WNS Customer Solutions, WNS Customer Solutions Shared Services Private Limited and WNS Workflow Technologies (India) Private Limited. In another restructuring exercise, three of our subsidiaries, First Offshoring Technologies Private Limited, Hi-Tech Offshoring Services Private Limited and Servicesource Offshore Technologies Private Limited, were merged into WNS Global through a Scheme of Amalgamation approved by an order of the Bombay High Court passed in March 2010 pursuant to the Indian Companies Act, 1956. In fiscal 2011 and 2012, we restructured and rationalized our UK and US group companies, wherein three of our UK-based non-operating subsidiaries, Chang Limited, Town & Country Assistance Limited and BizAps, were voluntarily dissolved. In the US, two of our subsidiaries, WNS Customer Solutions North America Inc. and Business Application Associates Inc. were merged with and into WNS North America Inc. In fiscal 2012, we also incorporated a new subsidiary in the US, WNS Global Services Inc., established a new branch of WNS (Mauritius) Limited in the Dubai Airport Free Zone, United Arab Emirates, WNS Mauritius Limited ME (Branch), and de-registered our existing subsidiary WNS Global FZE in the Ras-Al-Khaimah Free Trade Zone, United Arab Emirates or UAE. In fiscal 2013, as part of our restructuring activities, WNS Philippines Inc. was merged into WNS Global Services Philippines, Inc. and ownership of our Costa Rican subsidiary, WNS BPO Services Costa Rica, S.R.L. (formerly known as WNS BPO Services Costa Rica, S.A.), was transferred and is now a subsidiary of WNS North America Inc. In May 2012, WNS Global Services (UK) Limited, or WNS UK, established a branch in Poland, WNS Global Services (UK) Limited (Spółka Z Ograniczoną Odpowiedzialnością) Oddział W Polsce, Gdańsk. In March 2013, we also established a new branch of Business Applications Associates Beijing Ltd. in Guangzhou, China named Business Applications Associates Beijing Limited Guangzhou Branch. In January 2014, we incorporated a new subsidiary of WNS (Mauritius) Limited in China, WNS Global Services (Dalian) Co. Ltd. In March 2014, we incorporated WNS Legal Assistance LLP in the UK under the Limited Liability Partnership Act, 2000. In November 2014, we established a new branch of WNS Global Services Private Limited in Singapore, WNS Global Services Private Limited (Singapore Branch). In December 2015, we established a new branch of WNS Global Services (UK) Limited in France, WNS Global Services (UK) Limited (Branch) (France), and amalgamated WNS Customer Solutions (Private) Limited, which was a subsidiary of WNS Customer Solutions (Singapore) Private Limited, with WNS Global Services (Private) Limited, an entity based out of Sri Lanka. In February 2016, we established a new branch of WNS Global Services (UK) Limited in Romania, WNS Global Services (UK) Limited London Bucharest Branch. In April, 2016 WNS Workflow Technologies Limited was renamed WNS Assistance Limited and WNS Assistance (Legal) Limited, a wholly owned subsidiary of WNS Assistance Limited, was incorporated

Our organizational structure now comprises 22 entities in 17 countries, and six branches in Poland, UAE, China, Singapore, France and Romania. Of these 22 entities, WNS Cares Foundation, which is a wholly-owned subsidiary of WNS Global, is a not-for-profit organization registered under formerly Section 25 of the Indian Companies Act, 1956 (which has become Section 8 of the Indian Companies Act, 2013), India formed for the purpose of promoting corporate social responsibilities and not considered for the purpose of preparing our consolidated financial statements.

We are headquartered in Mumbai, India, and we have client service offices in Dubai (United Arab Emirates), Jersey City, (the US), Sydney, (Australia), London (the UK), and Singapore and delivery centers in Guangzhou and Dalian (China), San Jose (Costa Rica), Bangalore, Chennai, Gurgaon, Mumbai, Nashik, Pune and Vizag (India), Manila and Ilo Ilo (the Philippines), Gydnia (Poland), Bucharest (Romania), Cape Town, Johannesburg, Durban and Port Elizabeth (South Africa), Colombo (Sri Lanka), Ipswich, Manchester and Mansfield (the UK), and Columbia, South Carolina and Luzerne, Pennsylvania (the US).

Our capital expenditures in fiscal 2016, 2015 and 2014 amounted to \$27.5 million, \$22.9 million and \$19.6 million, respectively. Our principal capital expenditure were incurred for the purposes of setting up new delivery centers, expanding existing delivery centers and developing new technology-enabled solutions to enable execution and management of clients' business processes. We expect our capital expenditure needs in fiscal 2017 to be between \$22.0 million to \$25.0 million, a significant amount of which we expect to spend on infrastructure build-out, technology-enablement and the streamlining of our operations. The geographical distribution, timing and volume of our capital expenditures in the future will depend on new client contracts we may enter into or the expansion of our business under our existing client contracts. As at March 31, 2016, we had commitments for capital expenditures of \$4.4 million relating to the purchase of property and equipment for our delivery centers. Of this committed amount, we plan to spend approximately \$2.1 million in India, approximately \$1.4 million in South Africa, approximately \$0.5 million in Philippines, approximately \$0.1 million in Europe (excluding the UK), and approximately \$0.3 million in the rest of the world. We expect to fund these estimated capital expenditures from cash generated from operating activities, existing cash and cash equivalents and the use of existing credit facilities. See "Part I — Item 5. Operating and Financial Review and Prospects — Liquidity and Capital Resources" for more information.

## **B. Business Overview**

We are a leading global provider of BPM services, offering comprehensive data, voice, analytical and business transformation services. We reengineer, transform and manage business processes to help make our clients more efficient and competitive by offering cost savings, operational flexibility, improved quality and actionable insights to our clients. We seek to help our clients “transform” their businesses by identifying business and process optimization opportunities through technology-enabled solutions, process design improvements, global delivery, analytics and improved business understanding.

We win outsourcing engagements from our clients based on our domain knowledge of their business, our experience in managing the specific processes they seek to outsource and our customer-centric approach. Our company is organized into vertical business units in order to provide more specialized focus on each of the industries that we target, to more effectively manage our clients’ business processes and to offer customized solutions and business insights designed to improve their competitive positioning. The major industry verticals we currently focus on are insurance; travel and leisure; diversified businesses including manufacturing, retail, consumer packaged goods, or CPG, media and entertainment and telecommunication or telecom; utilities; consulting and professional services; banking and financial services; healthcare; and shipping and logistics.

Our portfolio of services includes industry-specific processes that are tailored to address our clients’ specific business and industry practices. In addition, we offer a set of shared services that are common across multiple industries, including contact center, finance and accounting, research and analytics, technology services, legal services, and human resources outsourcing.

We monitor our execution of our clients’ business processes against multiple performance parameters, and we aim to consistently meet and exceed these parameters in order to maintain and expand our client relationships. We aim to build long-term client relationships, and we typically sign multi-year contracts with our clients that provide us with recurring revenue. In fiscal 2016, 91 and 84 clients contributed more than \$1 million to our revenue and revenue less repair payments (non-GAAP), respectively. In fiscal 2015, 83 and 75 clients contributed more than \$1 million to our revenue and revenue less repair payments (non-GAAP), respectively.

As of March 31, 2016, we had 32,388 employees executing approximately 700 business processes for our 302 clients.

In fiscal 2016, our revenue was \$562.2 million, our revenue less repair payments (non-GAAP) was \$531.0 million and our profit was \$59.9 million. Our revenue less repair payments is a non-GAAP financial measure. For a discussion of our revenue less repair payments (non-GAAP) and a reconciliation of our revenue less repair payments (non-GAAP) to revenue, see “Part I — Item 5. Operating and Financial Review and Prospects — Overview.”

### **Industry Overview**

Companies are outsourcing a growing proportion of their business processes in order to reduce costs, increase process quality, increase flexibility, and improve business outcomes. Companies have shifted their BPM requirements from simpler processes such as contact center related activities to a wider range of more complex business processes, including finance and accounting, research and analytics and industry-specific solutions. Companies are also asking their BPM providers to deliver higher-value services, such as process re-engineering and transformation services, which increase competitive advantage and have an impact on revenues as well as profits. In order to provide complex services and transformational capabilities, providers must increasingly leverage technology platform solutions, analytics and industry-specific knowledge to deliver improved business processes and business outcomes. These companies are also asking for more flexible business models that align the interests of the provider with those of the company. Transaction and outcome-based engagements are two examples of such models. Many companies are outsourcing to offshore locations such as China, India and the Philippines to access a large, high quality and cost-effective workforce. They are also outsourcing to nearshore and onshore locations across the globe to mitigate risks and to take advantage of language capabilities and cultural alignment. We are a leading global provider in the BPM industry and believe that we are well-positioned to benefit from these outsourcing trends with our deep domain expertise, technology-enabled solutions, analytics capabilities, and blend of onshore, nearshore and offshore delivery capabilities.

The global business process management industry is a large and growing industry. According to the Gartner Forecast: IT Services, Worldwide, 2014-2020, 1Q16 Update, the worldwide BPO market is estimated to have grown to \$155.192 billion in 2015. Gartner has estimated that the revenue for the worldwide BPO market will grow from \$155.192 billion in 2015 to \$198.975 billion in 2020 at a compounded annual growth rate of 5.10% (compounded annual growth rate calculated by WNS Global Services).

The following chart sets forth the estimated growth in revenue generated from worldwide BPO services:

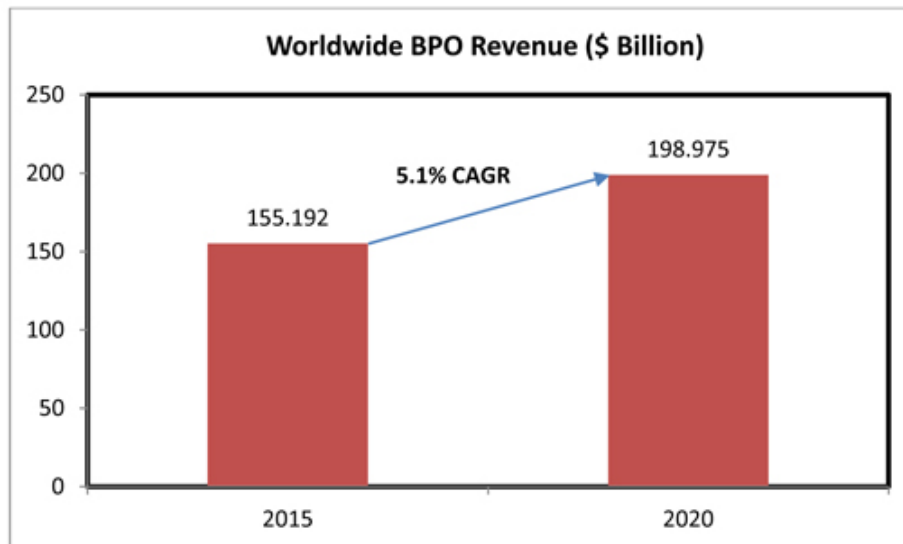


Chart created by WNS Global Services based on Gartner research.

Source: Gartner, Inc., Forecast: IT Services, Worldwide, 2014-2020, 1Q16 Update. Dated: March 23, 2016.

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Business process management typically requires a long-term strategic commitment for companies. The processes that companies outsource frequently are complex in nature, and tightly integrated with their core operations. These processes require a high degree of customization and, often, a multi-stage outsource transfer program. Companies therefore would incur high switching and other costs to transfer these processes back to their internal operations or to other business process outsourcing providers. As a result, once a business process outsourcing provider gains the confidence of a client, the resulting business relationship usually is characterized by multi-year contracts with predictable annual revenue. Given the long-term, strategic nature of these engagements, companies undertake a rigorous process in evaluating their business process management provider. Based on our experience, a client typically seeks several key attributes in a business process management provider, including:

- Domain knowledge and industry-specific expertise;
- Process expertise across horizontal service offerings;
- Ability to innovate, add new operational expertise and drive down costs;
- Demonstrated ability to execute a diverse range of mission-critical and often complex business processes;
- Analytical capabilities to deliver actionable business insights;
- Technology-enabled services and solutions;
- Global presence via onshore, nearshore and offshore delivery centers;
- Capability to scale employees and infrastructure without a diminution in quality of service; and
- Established reputation and industry leadership.

## [Table of Contents](#)

As the business process management industry evolves further, we believe that industry-specific knowledge, higher-value process expertise, analytical capabilities, technology-enabled solutions, a global delivery platform, scale, reputation and leadership will become increasingly important factors in this selection process.

We believe that non-linear pricing models which allow BPM providers to price their services based on volume of transactions processed or the value delivered to companies will replace, in certain engagements, pricing models that are primarily based on headcount (often referred to as full-time equivalents, or FTEs), as companies look to align revenues and costs by paying for the value delivered to them rather than the efforts deployed to provide the services to them. Non-linear pricing models therefore create the incentive for BPM providers to improve the productivity of their employees, increase the use of technology and improve the overall efficiency of their operations.

### **Competitive Strengths**

We believe that we have the competitive strengths necessary to maintain and enhance our position as a leading global provider of BPM services:

#### ***Well positioned for the evolving BPM market***

The BPM industry, which started with the first wave of outsourced processes, such as contact center customer service activities, has now expanded to include higher-value services that involve process re-engineering, management of mission-critical operations, in-depth analytics and business transformation. We believe that as companies have become more experienced with outsourcing, they generally look to outsource an increasing number of processes and to outsource increasingly complex and more industry-specific processes. We believe that our industry-specific expertise, comprehensive portfolio of complex services, transformation capabilities, technology-enabled solutions, analytics capabilities and customer-centric approach position us at the forefront of the evolving BPM market. In addition, as companies increasingly look to diverse global delivery locations for their BPM services to mitigate risk and leverage language capabilities and cultural alignment, we believe we are well positioned to benefit from this trend with our blend of onshore, nearshore and offshore delivery capabilities.

#### ***Deep industry expertise***

We have established deep expertise in the industries we target as a result of our legacy client relationships, acquisitions and the hiring of management with specific industry knowledge. We have developed methodologies, proprietary knowledge and industry-specific technology platforms applicable to our target industries that allow us to provide industry-focused solutions and be more responsive to customer needs within these industries.

In addition, we have organized our company into business units aligned along each of the industries on which we focus. By doing so, we are able to approach clients in each of our target industries with a combined sales, marketing and delivery effort that leverages our in-depth industry knowledge and industry-specific technology platforms.

For example, in our insurance vertical, we have specialized expertise in multiple insurance sub-sectors including property and casualty, auto and life. We offer various insurance-specific processes such as premium and policy administration, claims management, actuarial services and underwriting.



## [Table of Contents](#)

We have received numerous recognitions for our industry leadership. Our 2016 and 2015 awards and recognitions are set forth below:

### **Insurance:**

- A “Winner’s Circle” player in HfS Research’s Blueprint Report: Insurance As-a-Service 2015
- A “Leader” in Everest Group’s Property and Casualty Insurance BPO – Service Provider Landscape with PEAK Matrix™ Assessment 2015
- A “Major Contender” in Everest Group’s Life and Pensions Insurance BPO – Service Provider Landscape with PEAK Matrix™ Assessment 2015

### **Finance and Accounting:**

- A “Leader” in Gartner’s June 2015 Magic Quadrant for Finance & Accounting BPO 2015
- A “Leader” in IDC MarketScape: Worldwide Finance and Accounting BPO Services 2015 Vendor Assessment
- A “Major Contender” in Everest Group’s Finance and Accounting Outsourcing (FAO) – Service Provider Landscape with PEAK Matrix™ Assessment 2015

### **Banking and Financial Services:**

- A “Leader” in NelsonHall’s NEAT Assessment for Analytics and Reporting BPS 2015 in retail banking, capital markets and financial industry
- A “Leader” in NelsonHall’s NEAT for Wealth and Asset Management BPS 2016
- A “Major Contender” in Everest Group’s Capital Markets BPO – Service Provider Landscape with PEAK Matrix™ Assessment 2015
- A “Major Contender” in Everest Group’s Banking BPO – Service Provider Landscape with PEAK Matrix™ Assessment 2015

### **Customer Care:**

- A “Major Contender” in Everest Group’s Contact Center Outsourcing – Service Provider Landscape with PEAK Matrix™ Assessment 2015

### **Procurement and Supply Chain:**

- A “Major Contender” in Everest Group’s Procurement Outsourcing (PO) – PO Service Provider Landscape with PEAK Matrix™ Assessment 2015
- A “High Performer” in HfS Research’s Blueprint Report: Supply Chain Management as a Service 2016

### **Analytics:**

- A “High Performer” in HfS Research’s Blueprint Report: Enterprise Analytics Services 2015
- A “Leader” in NelsonHall’s NEAT in Marketing BPS 2015

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**Human Resources Outsourcing, or HRO:**

- A “Major Contender” in Everest Group’s Multi-Process Human Resources Outsourcing (MPHRO) – Service Provider Landscape with PEAK Matrix™ Assessment 2015
- Golden Peacock Human Resources (HR) Excellence Award 2015
- Society for Human Resource Management (SHRM) India Award 2015 for Excellence in Talent Sourcing and Staffing
- Business Process Enabling South Africa (BPeSA) BPO Regional Awards-Best Workforce Planning Professional 2015

**Utilities & Energy:**

- A “High Performer” in HfS Research’s Blueprint Report: Utilities BPO 2015

**Healthcare:**

- A “Winner’s Circle” player in HfS Research’s Blueprint Report Pharmaceuticals Industry-Specific BPO 2015

**Corporate:**

- AON Best Employer India 2016 award
- The National Association of Software and Services Companies (NASSCOM) BPM Pioneer Award 2015
- Chief Financial Officer (CFO) 100 2016 Roll of Honor in the Innovation Category
- Silver Award winner at Shared Services and Outsourcing Network (SSON) Excellence Awards Asia 2015 for Best Outsourcing Partnership
- A “Leader” in 2015 Global Outsourcing 100 List 2015

**Technology:**

- First in National Case Study Competition - Service Track in IndiZEN 2015 organized by Kaizen Institute India
- EMC Transformers Award 2015 for Innovation in Storage Technology
- Business World Chief Information Officer (CIO) 3.0 Award for the Best information technology (IT) / information technology enabled service (ITeS) company 2015
- Gold Award Winner in Best New Product or Service of the Year - Software (Other) at the 2015 International Business Awards<sup>SM</sup> (Stevie Awards)
- Gold Award Winner in Best New Product or Service of the Year - Software-Integration Solution at the 2015 International Business Awards<sup>SM</sup> (Stevie Awards)
- CIO 100 Award in “Business Transformation Category” 2015
- Bronze Award Winner in interactive voice response (IVR) or Web Service Solution 10th Annual Stevie Awards for Sales & Customer Service 2016

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## [Table of Contents](#)

- Bronze Award Winner in Business Intelligence Solution at 10th Annual Stevie Awards for Sales & Customer Service 2016
- Bronze Award Winner in Innovation in Customer Service at the 9th Annual Stevie Awards for Sales & Customer Service 2015

### **Quality:**

- Golden Peacock National Quality Award 2015
- National Quality Excellence Awards -Workforce Development 2016
- Two Awards at National Institute of Quality and Reliability 2015
  - Gold Award in Six Sigma Category in IT / ITeS
  - Special Award in Lean Project Category

### **Learning and Development:**

- Three Awards at the Romanian Contact Center Awards 2015:
  - Best Contact Center Manager
  - Best Team Leader
  - Best Customer Service Training Program
- BPeSA BPO Regional Awards-Supervisor of the Year 2015
- National BPeSA Awards 2015:
  - Best Outsourced Contact Center
  - Best Contact Center Analyst
  - Best Sales Agent

### **Corporate Social Responsibility:**

- Recognized with the Asia Responsible Entrepreneurship Awards 2015 for Social Empowerment
- Gold Award Winner in Corporate Social Responsibility Program of the Year at the 2015 International Business Awards<sup>SM</sup> (Stevie Awards)
- Asian Customer Engagement Forum (ACEF) Awards-First Runner Up for Corporate Social Responsibility (CSR) in Best Education/Scholarship Program Category 2015

***Comprehensive portfolio of complex services, higher-value transformational services and technology-enabled solutions***

We seek to focus our service portfolio on more complex processes and solutions, and to evolve away from reliance on services that are less integral to our clients' operations, such as commoditized voice services (telemarketing and technical helpdesks), which characterized the business process outsourcing industry in its early days. We offer higher-value services such as finance and accounting services, research and analytics services, transformation services, technology-enabled solutions and analytics capabilities, which are designed to help our clients to improve operating efficiency and leverage large amounts of information to help make their businesses more competitive. We also provide industry-specific solutions which cut across these traditional "horizontal" services. These solutions are designed to help clients address process efficiency requirements and provide business insights specific to their industry.

We have also developed and continue to develop technology-enabled, or "automated", solutions that utilize our proprietary software and licensed software in conjunction with our core business process management services. These integrated, technology-enabled solutions allow us to offer higher value, differentiated services which are more scalable and repeatable and create value for our clients through increased process efficiency and quality. We also collaborate with technology companies, combining their software platforms and expertise with our service capabilities to deliver business solutions to the marketplace. We believe these technology-enabled 'automated' solutions will enable us to grow our revenue in a non-linear way by decoupling revenue growth from headcount growth.

For example, we offer various technology-enabled platforms as part of our broad suite of transformation services that also includes Consulting and Program Management Services, Process and Quality Services and Technology Services. For a large North American airline, we utilized our VERIFARE Plus<sup>SM</sup> platform to streamline the airline's revenue recovery process and ensure compliance with industry rules and regulations as well as the airline's own internal policies and procedures, which enabled the airline to increase the amount of revenue recovered by auditing fares, taxes and commission reported or claimed by travel agents.

***Proven global delivery platform***

We deliver our services from 40 delivery centers around the world, located in China, Costa Rica, India, the Philippines, Poland, Romania, South Africa, Sri Lanka, the UK and the US. Our ability to offer services delivered from onshore, nearshore and offshore locations, benefits our clients by providing them with high-quality services from scalable, efficient and cost-effective locations based on their requirements and process needs. It also provides our clients with the benefits of language capabilities, cultural alignment and risk mitigation in their outsourcing programs.

We believe the breadth of our delivery capability allows us to meet our clients' needs, diversifies our workforce and allows us to access local talent pools around the world.

***Our client-centric focus***

We have a client-centric engagement model that leverages our industry-specific and shared-services expertise, flexible pricing models, "client-partner" relationship approach, as well as our global delivery platform to offer business solutions designed to meet our clients' specific needs.

We have sought to enhance our value proposition to our clients by providing them with more flexible pricing models that align our objectives with those of our clients. In addition to traditional full-time equivalent-based pricing, we provide alternative pricing models such as transaction-based pricing and outcome-based pricing. These models enable our clients to pay only for actual work performed or tangible benefit received.

We have also adopted a client-centric sales model, which is tightly integrated with our vertical organizational structure. Strategic client accounts are assigned a dedicated client partner from our team who is responsible for managing the day-to-day relationship. The client partner is typically a seasoned resource with deep domain experience, who works directly from the client's local offices. Within our company, the client partner is aligned with a specific vertical, and directly manages sales resources responsible for expanding client relationships (farmers). The client partner is responsible for driving business value to our clients, ensuring quality of delivery and customer satisfaction, and managing account growth and profitability.

We believe our ability to provide highly relevant solutions, alternative pricing models, a client-centric approach and a global delivery platform gives our clients the capabilities they seek from their outsourcing partner. As a result, we have built long-standing relationships with large multinational companies.

***Experience in transferring processes and running them efficiently***

Many of the business processes that our clients outsource to us are critical and core to their operations, requiring substantial program management expertise. Our methodical program management methodology is designed to ensure smooth transfer of business processes from the client to WNS. Our experienced program management team has transferred approximately 700 business processes for our clients globally. The toolkit used to effect such transfer of business processes is continuously upgraded with our learnings and experiences from various transitions.

We focus on delivering our client processes effectively on an ongoing basis. We have a robust quality management system and we have maintained continual compliance with International Standard Organization, or ISO, 9001:2008 and ISO 27001 standards. We apply Lean Six Sigma methodologies, which are methodologies that combine Six Sigma, a methodology designed to improve consistency across processes, and Lean, which is an engineering methodology to further improve our process delivery. We invest in training and development to equip our employees with Lean Six Sigma knowledge and skills, and encourage them to identify key opportunity areas within different processes and drive operational excellence.

We also continually seek feedback from our customers at regular intervals. We carry out annual surveys of our customers through which suggestions are invited for improvements along with ratings on specific parameters. Such ratings provide unfiltered customer feedback that helps us assess our performance and maintain focus on our clients' key expectations.

***Extensive investment in human capital development***

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. This includes the provision of extensive training infrastructure, such as training rooms, mobile application-based learning systems and in-house learning programs, which help impart key professional skills and industry-specific knowledge to our employees. We seek to promote our team leaders and operations managers from within, thereby offering internal advancement opportunities and clear long-term career paths.

As part of their development, we have launched programs for our front line managers and top employees to help them improve their performance in their current roles and to develop new skill sets to enable them to take on new roles. These programs include our business intervention programs "Beyond Horizon", "Inspire", "TransforME", "Empower", "Evolve" and "Ascend" which are all programs that are designed to identify promising employees at various levels of the organization and to provide them with the skills to grow and eventually step into senior leadership roles.

We have put in place our New Leadership Competency framework, which serves as a tool to help leaders measure the skill sets and behavioral patterns required by them and their teams to excel in the current and future roles.

In addition, we create individual development plans for our top talent based on inputs from our line managers and business units heads to help further their career development.

Our aim is to develop a truly global team, invest in high-growth opportunities and increase our employees' sales effectiveness in farming and hunting while leveraging on technology to create a learning organization.

***Experienced management team***

We benefit from the effective leadership of a global management team with diverse backgrounds including extensive experience in outsourcing. Members of our executive and senior management team have, on average, over 20 years of experience in diverse industries, including in the business process and information technology outsourcing sector, and in the course of their respective careers have gathered experience in developing long-standing client relationships, launching practices in new geographies, developing new service offerings and successfully integrating acquisitions.

## **Business Strategy**

Our objective is to strengthen our position as a leading global business process management provider. To achieve this, we will seek to increase our client base, expand our existing relationships, further develop our industry expertise, enhance our value proposition to our clients, develop new business services, leverage analytics to create actionable insights, enhance our brand, develop technology-enabled services and solutions, expand our global delivery platform and make selective acquisitions.

We have made significant investments to accelerate our growth. These investments include:

- The expansion and reorganization of our sales force;
- An increase in the expertise and management capability within our sales force;
- The expansion of other sales channels including the development of new partnerships and alliances and broadening our engagement with outsourcing industry advisors and analysts;
- An increase in the range of services and solutions offered to our clients across different industries and business functions;
- The establishment of our Capability Creation Group to facilitate the creation of new client offerings and automation of solutions;
- An increase in focus on analytics through internal investment, strategic partnerships and acquisitions;
- An increase in the amount of technology in our service offerings including the development of new technology-enabled solutions; and
- The expansion of our global delivery platform.

The key elements of our growth strategy are described below:

### ***Increase business from existing clients and add business from new clients***

We have organized our company into vertical business units to focus on each of the industries that we target and to more effectively manage our clients' business processes and to offer customized solutions designed to solve their business challenges. Our sales force of 71 members as at March 31, 2016, provides broad sales coverage and management experience. Our sales force is organized into two groups, one focused primarily on expanding existing client relationships (farmers) and another focused on seeking new clients (hunters).

We seek to expand our relationships with existing clients by identifying additional processes that can be transferred to our global delivery centers, cross-selling new services, adding technology-based offerings, utilizing analytics to create actionable insights, and expanding into other lines of business and geographies within each client. Our account managers and client partners have industry-specific knowledge and expertise and are responsible for maintaining a thorough understanding of our clients' outsourcing roadmaps as well as identifying and advocating new outsourcing opportunities. As a result of this strategy, we have built a strong track record of extending the scope of our client relationships over time.

For new clients, we seek to provide value-added solutions by leveraging our deep industry knowledge, process expertise, technology-enablement, analytics capabilities and transformation solutions. As a result of our capabilities and industry vertical go-to-market approach, we have been able to compete effectively for new opportunities as they arise.

***Reinforce leadership in existing industries***

Through our industry-focused operating model, we have established leading business process management practices in various industries and business sectors. We intend to leverage our knowledge of the insurance; travel and leisure; diversified businesses including manufacturing, retail, CPG, media and entertainment, and telecom; and banking and financial services industries, with additional focus on the consulting and professional services; utilities; healthcare; and shipping and logistics industries, to penetrate additional client opportunities within these industries. To complement our industry-focused approach, we continue to invest in talent, analytics and technology platforms with the goal of expanding our business and acquiring industry specific expertise to improve our service offerings across industries.

***Provide higher value added services***

We enhance our value proposition to our clients by leveraging our industry-specific expertise; our portfolio of higher-value services such as our finance and accounting services, research and analytics services, transformation services and technology-enabled solutions; and our flexible pricing models. We expect that as the BPM market matures, the demand for industry-specific services that enable deeper penetration and for outcome based pricing models that are aligned to clients' higher expectations of providers to increase. Accordingly, we have made significant investments in both of these areas which we expect to continue to give us a competitive advantage. We intend to broaden the scope of our higher-value service offerings to capture new market opportunities. By delivering a wider portfolio of higher-value services to our clients, and migrating them towards transaction or outcome-based pricing models, we aim to increase the value of our solutions to our clients and enhance the strength, size and profitability of these relationships.

In January 2012, we established our Capability Creation Group, which is responsible for facilitating the creation of new industry leading solution offerings, transformation methodologies and frameworks, and process reengineering offerings. These solution offerings include automation of manual processes, solving operational challenges and enhancing productivity and efficiencies for client organizations. We intend to continue to expand on capability creation to drive process excellence, technology development, and new solutions and capabilities to address client needs.

***Enhance awareness of the WNS brand name***

Our reputation for operational excellence and domain expertise 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 references in the past to scale our business. However, as the size and complexity of the business process management market continue to grow, we are actively increasing our efforts to enhance awareness of the WNS brand in our target markets and among potential employees. To accomplish this, we have established a dedicated global marketing team comprised of experienced industry talent. We are also focusing on developing channels to increase market awareness of the WNS brand, including participation in industry events and conferences, exposure in industry publications, publication of articles and white papers, webinars and podcasts, internet and digital media, and other initiatives that create enhanced visibility of the WNS brand and establish WNS' thought leadership in the BPM industry. In addition, we are aggressively targeting BPM industry analysts, sourcing advisors, general management consulting firms, and boutique outsourcing firms, who are often retained by prospective clients to provide strategic advice, act as intermediaries in the sourcing processes, develop scope specifications, and aid in the partner selection process.

***Expand our delivery capabilities***

We currently have 40 delivery centers located in 10 countries around the world. In fiscal 2016, we expanded our delivery capacity by 2,276 seats or approximately 9.4% of our capacity at the end of fiscal 2015. We intend to expand our global delivery capability through additional delivery centers in onshore, nearshore and offshore locations as well through collaborations with other providers, based on client demand and market trends. This approach will allow us to offer our clients maximum value and flexibility, as well as gain access to potential clients and markets that may have specific delivery requirements or constraints.

***Broaden industry expertise and enhance growth through selective acquisitions and partnerships***

Our acquisition strategy is focused on adding new service offerings, technology-enabled automation tools and analytics capabilities, and deeper industry expertise, as well as expanding our geographic delivery platform. 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 Management Service Offerings**

We offer our services to clients through industry-focused business units. We are organized into the following vertical business units to provide more specialized focus on each of these industries and more effectively manage our sales, marketing and delivery processes:

- Insurance;
- Travel and leisure;
- Diversified businesses including manufacturing, retail, CPG, media and entertainment, and telecom;
- Utilities and energy;
- Consulting and professional services;
- Banking and financial services;
- Healthcare; and
- Shipping and logistics.

In addition to industry-specific services, we offer a range of services that are common across multiple industries (which we refer to as our horizontal services), in the areas of customer care (or contact center), finance and accounting, research and analytics, human resource outsourcing, technology and legal services. In addition, our global transformation practice offers higher-value services such as transformation services, which are designed to help our clients modify their business processes to enhance productivity, and manage changes in the business environment and leverage business knowledge to increase market competitiveness. We help clients drive these initiatives with technology-enabled solutions, process re-design including quality initiatives such as Six Sigma or Lean, and business analytics.

To achieve in-depth understanding of our clients' industries and the geographies in which they operate, we manage and conduct our sales processes in our three key markets — Europe, North America and Asia-Pacific. Our sales teams are led by senior professionals who focus on target industries, processes and clients. Each business unit is staffed by a dedicated team of managers and employees engaged in providing business process management client solutions. In addition, each business unit draws upon common support services from our information technology, human resources, training, corporate communications, corporate finance, risk management and legal departments, which we refer to as our corporate-enabling units.

### **Vertical Business Units:**

#### ***Insurance***

Our insurance services (actuarial and non-actuarial) are structured into three lines of business offerings customized for property and casualty insurance, life and annuities and healthcare. We cater to a diverse and sizeable number of clients globally and have significant experience across a broad range of insurance product lines.

The key insurance industry sectors we serve include:

- Life, annuity and property and casualty insurers;
- Insurance brokers and loss assessors, property and casualty insurance providers, re-insurance brokers and motor insurance companies;
- Self-insured auto fleet owners;



## Table of Contents

- Commercial and retail banks;
- Mortgage banks and loan servicers;
- Asset managers and financial advisory service providers; and
- Healthcare payers, providers and device manufacturers.

Our insurance business vertical includes our auto claims business, consisting of WNS Assistance, AHA, and WNS Legal Assistance LLP which comprises our WNS Auto Claims BPM segment. We offer a technology-driven model that enables us to handle the entire automobile insurance claims cycle.

We offer Broker Connect, an advanced mobility solution that is designed to provide a comprehensive solution to meet the requirements of insurance brokers and financial advisors. It has features such as real-time status update / push notifications on new policy set-up as well as policy amendments. Our eAdjudicator tool automates the end-to-end adjudication process of various types of claims. It is driven by robotic process automation and analytics, and improves the insurer's claims settlement rate with enhanced efficiency and accuracy. We also offer InsurACE, an insurance policy administration system integrator that offers a unified view of operations spread across multiple geographies with real-time distribution of work to manage high-transaction volumes.

See "Part I — Item 5. Operating and Financial Review and Prospects — Overview."

As at March 31, 2016, we had 6,404 employees working in this business unit. In fiscal 2016 and 2015, this business unit accounted for 32.4% and 35.7% of our revenue and 28.4% and 31.8% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key areas of services provided to clients in this business unit:

<u>Insurance – Service Offerings</u>			
<u>Property &amp; Casualty</u>	<u>Actuarial</u>	<u>Analytics</u>	<u>Life &amp; Annuity</u>
Sales & service, underwriting & support, policy administration, risk & compliance, premium/ billing management, claims management, actuarial and research & analytics, shared services (procurement & claims, supply chain, finance & accounting, HR & payroll, consulting services)	<i>Actuarial services in life insurance:</i> in-force model projections / reporting, financial modeling, product management and pricing, capital management, asset liability management; <i>Actuarial services in property &amp; casualty insurance:</i> reserving & claims analysis, solvency II & capital modeling, pricing and underwriting support, catastrophe modeling	Claims analytics, subrogation analytics, fraud analytics, customer analytics	Sales & service, underwriting & support, policy administration, risk & compliance, premium/ billing management, claims management, actuarial and research & analytics, shared services (procurement & claims, supply chain, finance & accounting, HR & payroll, consulting services)

## [Table of Contents](#)

### **Travel and Leisure Services**

We deliver end-to-end services to clients across the travel and leisure industry value chain. We provide a wide range of scalable solutions that support air, car, hotel, marine and packaged travel and leisure services offered by our clients.

The key travel and leisure industry sectors we serve include:

- Airlines;
- Travel agencies, online travel agencies, tour operators and hospitality companies;
- Rental car companies and motor clubs;
- Hotels and cruise lines; and
- Global distribution systems providers.

As at March 31, 2016, we had 8,380 employees in this business unit, several hundred of whom have International Air Transport Association, Universal Federation of Travel Agents or other travel industry related certifications. In fiscal 2016 and 2015, this business unit accounted for 19.6% and 18.7% of our revenue and 20.7% and 19.8% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key areas of services provided to clients in this business unit:

<u>Front-office</u>	<u>Travel and Leisure—Service Offerings</u> <u>Mid-office</u>	<u>Back-office</u>
Reservations / sales, fares support, multi-channel customer care, baggage handling, loyalty program management	Pricing and revenue management, fulfillment, cargo support	Finance and accounting, revenue accounting, human resource management, procurement, cabin crew management, flight / network operations, engineering technical records processing

**Research and analytics:** Commercial intelligence, flight operations, pricing and revenue management, scheduling and network

#### **Technology platforms:**

- **VERIFARE Plus<sup>SM</sup>:** Automated web-based fare audit solution
- **JADE<sup>SM</sup>:** Passenger revenue accounting platform for airlines
- **SmartPro<sup>SM</sup>:** Proration engine that helps airlines prorate accurately, arrest revenue leakage, take informed revenue management decisions and reduce total cost of operation
- **Booking information data tapes, or BIDT, audit and analytics:** Designed to help airlines understand their indirect distribution pattern and identify opportunities to reduce the cost of sale. Our BIDT audit service uses an in-house proprietary tool
- **Qbay<sup>SM</sup>:** Automated queue distribution and workflow management solution which empowers floor supervisors and process managers to improve operations, minimize costs and enhance customer service
- **RePAX<sup>SM</sup>:** Automated flight disruption management solution, which is designed to help airlines minimize losses and improve passenger experience during flight disruptions

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## [Table of Contents](#)

### ***Diversified Businesses including Manufacturing, Retail, Consumer Products, Media and Entertainment, and Telecom***

We deliver comprehensive BPM services for diversified businesses including manufacturing, retail, consumer products, media and entertainment, and telecom.

As at March 31, 2016, we had 5,188 employees in this business unit. In fiscal 2016 and 2015, this business unit accounted for 15.4% and 14.0% of our revenue and 16.3% and 14.9% of our revenue less repair payments (non-GAAP), respectively.

*Manufacturing:* Our manufacturing team has experience in delivering metrics-driven solutions and transformation programs for our manufacturing clients. The key manufacturing sectors we serve include:

- Electronics manufacturers;
- Metal and mining companies;
- Medical equipment manufacturers;
- Surgical equipment and vision care product manufacturers;
- Building and construction product manufacturers; and
- Automobile manufacturers.

## [Table of Contents](#)

The following table illustrates the key areas of services provided to clients in this business unit:

<u>Manufacturing—Service Offerings</u>					
<u>Supply Chain Planning and Forecasting</u>	<u>Sourcing and Procurement</u>	<u>Fulfillment &amp; Logistics</u>	<u>Warranty and Returns Management</u>	<u>Shared Services</u>	<u>Sales, Marketing and Customer Services</u>
Sales and operations planning, demand forecasting, supply planning, inventory management, inventory analytics	Strategic sourcing, category management, contract management, spending analytics, transactional procurement	Order entry & processing, order tracking, billing / invoicing, transport management, logistics optimization	Warranty customer operations, warranty claims management, parts / repair management, warranty financial management, returns management, customer helpdesk	Finance and accounting services, customer care services, human resource services	Global market opportunities, brand building, go to market strategy, customer services, order management, acquisition analysis, retention analysis

*Retail and Consumer Products:* Our retail and CPG solutions are designed to help our clients improve customer service, optimize marketing expenditures, reduce operational costs and streamline processes through efficiency, quality and productivity improvements.

The key retail and CPG companies we serve include:

- Beverage companies;
- Fast food chains and restaurants;
- Office products retailers;
- Cosmetics and healthcare companies;
- Discount stores;
- Specialty retailers;
- Departmental stores; and
- E-commerce retailers.

To support our services, we use our research and analytics platform, WADESM, which was designed and developed to enable retail and CPG companies to access, organize and analyze data from various outside sources and use the information to take informed decisions.

## [Table of Contents](#)

The following table illustrates the key areas of services provided to clients in this business unit:

<b>Retail and Consumer Packaged Goods—Service Offerings</b>				
<u>Strategy Solutions</u>	<u>Customer Service Solutions</u>	<u>Supply Chain Solutions</u>	<u>Revenue Management Solutions</u>	<u>Global Back-office Solution</u>
Market entry strategy, balancing portfolio investments, consumer and market insights, innovation strategies, power brand strategy, marketing spending optimization	Omni-channel (phone, e-mail, fax, website, live chat, social media) customer relationship management	Retailer-supplier collaboration for demand-driven supply chain and retail execution management, supply intelligence, supplier performance and risk monitoring, contract management, supply chain orchestration – global trade shared services, trading partner helpdesks, logistics	Planning and execution of transaction and interaction-based campaign strategies, loyalty management, credit control and collections	Simplified, shared global self-service organization model with local business partners for finance and accounting, human resources or indirect procurement; end-to-end low cost shared services for transaction processes and virtual centers of excellence, or CoEs, for specialized services (e.g., tax and internal audit)

*Media and Entertainment:* Our media and entertainment solutions are designed to help our clients create new revenue streams, capitalize on emerging digital opportunities, harness new-age consumers to their advantage and boost margins. The key media and entertainment sectors we serve include:

- Music;
- Publishing;
- Television;
- Radio;
- Filmed entertainment;
- Gaming and animation;
- Sports entertainment; and
- Internet and outdoor advertising firms.

Working with some of the largest media and entertainment companies in the world gives an undisputed advantage in understanding the nuances of the business. We leverage years of industry and process experience, and a large team of digital media experts in delivering new-age cost-effective solutions to clients in this industry.

## Table of Contents

The following table illustrates the key areas of services provided to clients in this business unit:

	<u>Media and Entertainment—Service Offerings</u>			
<u>Strategy Solutions</u>	<u>Digital Operations and Royalty Management Solutions</u>	<u>Sales, Marketing and Distribution Solutions</u>	<u>Customer Service Solutions</u>	<u>Global Back-office Solutions</u>
Market entry strategy, balancing portfolio investments, consumer and market insights, innovation strategies, brand power strategy, marketing expense optimization	Digital operations solutions to help companies successfully expand into the digital business; royalty management solutions to help clients manage rights and royalties in the new media as well as the traditional media	Seamless integration of traditional and digital product sales, marketing and distribution to enable client to roll out timely innovative pricing / packaging strategies	Omni-channel (phone, e-mail, fax, website, live chat, social media) customer relationship management	Simplified, shared global self-service organization model with local business partners for finance and accounting, human resources or indirect procurement; end-to-end low cost shared services for transaction processes and virtual CoEs for specialized services (e.g., tax and internal audit)

*Telecom:* Our experience in consolidating and centralizing the functions of our telecommunications clients with built-in variable capacity to meet business requirements helps us deliver business value. With end-to-end BPM services, our solutions are designed to enable telecom companies to transform their value chain while tackling myriad challenges. Our solutions are designed to deliver business value through the right mix of analytics, technology, domain and process expertise that enable our clients to achieve cost efficiencies and drive sustainable growth strategies.

The following table illustrates the key areas of services provided to clients in this business unit:

	<u>Telecommunications—Service Offerings</u>		
<u>Customer Acquisition</u>	<u>Order Provisioning and Order Management</u>	<u>Operations and Customer Relationship Management (CRM)</u>	<u>Global Back-office Solutions</u>
Lead generation, outbound sales, sales analytics, cross-selling and up-selling analytics, contract administration	New products and services, service delivery process creation, order provisioning, technical validation and support, rejected order tracking, multi-vendor tracking, order tracking, proactive order management, billing, data management (forms, administration)	Inbound contact center, logging and monitoring service requests, directory publishing, churn analysis and support, usage analytics, CRM analytics, collection analytics, web correspondence	Simplified, shared global self-service organization model with local business partners for finance and accounting, human resources or indirect procurement; end-to-end low cost shared services for transaction processes and virtual CoEs for specialized services (e.g., tax and internal audit)

**Consulting and Professional Services**

Our consulting and professional services, or CPS, business unit has a strong India presence coupled with global delivery capabilities, which allows us to serve a diverse and large global client base.

Our CPS business unit offers a range of services to a range of client sectors in consulting and professional services. These sectors include:

- Content & information publishers;
- Research and consulting firms;
- Real estate service firms;
- Executive search firms;
- Market research firms;
- Marketing service providers; and
- Legal services firms.

As at March 31, 2016, we had 1,780 employees in the business unit. In fiscal 2016 and 2015, this business unit accounted for 7.8% and 7.4% of our revenue and 8.2% and 7.9% revenue less repair payments (non-GAAP), respectively.

We provide a wide range of services from complex business and financial research and analytics to very simple data management operations. Besides providing shared services support to our clients such as finance and accounting, human resource management, customer support and IT and infrastructure management, we provide the following domain specific services:

<b>Consulting and Professional Services—Service Offerings</b>			
<b><u>Content &amp; Information Publishers</u></b>	<b><u>Research and Consulting Firms</u></b>	<b><u>Real Estate Services Firms</u></b>	<b><u>Executive Search Firms</u></b>
Content sourcing, indexing / tagging, analysis & product creation, content management including design and production services for digital / print products	Opportunity assessment, sector / thematic research, target screening, company analysis including financial modeling, competitive intelligence and benchmarking	Strategy support, sales and marketing support, business research, survey management support, end-to-end conveyancing process, lease preparation & abstraction, contract management	Pitch book support, industry and company research, database clean-up, update and management, name identification, business executive support
<b><u>Market Research Firms</u></b>	<b><u>Marketing Service Providers</u></b>	<b><u>Legal Services Firms</u></b>	
<i>End-to-end research operations support:</i> research design, project management, survey programming, data collection, coding, data processing, data analytics, and presentation	Industry, company and product research support, market research operations, market research analytics, shopper and CRM analytics, Web / digital analytics, 24/7 data management production support, digital content management & production support (designing & development)	Legal support, legal and business research, digital dictation transcription, pitch support, accounts payables and general ledger, employee data management and payroll	

**Healthcare**

We deliver end-to-end BPM services across the healthcare industry value chain. We offer health information management, or HIM, coding (including current procedural technology, or CPT, and ICD-9 codes for international statistical classification of diseases and related health problems), Medicare and medical claim processing, revenue management related processes and Health Insurance Portability and Accountability Act, or HIPAA, compliance support.

The healthcare industry segments we serve include:

- Durable medical equipment manufacturers;
- Health insurance companies;
- Healthcare provider practices and hospitals;
- Pharmaceutical and biotech companies; and
- Third party administrators.

As at March 31, 2016, we had 1,894 employees in this business unit. In fiscal 2016 and 2015, this business unit accounted for 5.2% and 5.2% of our revenue and 5.5% and 5.6% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key areas of services provided to client segments in this business unit:

<u>Providers</u>	<u>Payer</u>	<u>Healthcare—Service Offerings</u> <u>Durable Medical</u> <u>Equipment Manufacturers</u>	<u>Enterprise Shared Services</u>	<u>Pharmaceutical and</u> <u>Consumer Health</u>
Revenue cycle management, medical coding, bill preparation, receivables management, payment posting, debt analysis	Claims administration, member and provider services, clinical support, overpayment recovery, fraud detection and investigation	Billing and submissions, fulfillment support, collections, patient services, collection analytics	Finance and accounting, workflow / platforms, research and analytics (knowledge process outsourcing), technology solutions, front-end / mailroom, contact center	Competitive intelligence, pipeline analysis, product profiling, key performance indicators or KPI reporting, epidemiology analysis, market opportunity assessment, social media analysis



***Banking and Financial Services***

We perform front and back office and other services for more than 20 banking and financial services clients, including large commercial and retail banks, wholesale and retail lenders, wealth advisors, asset managers, hedge funds and mortgage servicing companies.

We aim to add value to our clients' businesses by improving their customer satisfaction, unlocking cost efficiencies and streamlining processes through technology optimization.

The key banking and financial sectors we serve include:

- Retail and commercial banking;
- Mortgage and loans
- Wealth and investment banking;
- Capital markets and asset management
- Financial advisory firms; and
- Financial research and financial market intelligence companies.

As at March 31, 2016, we had 1,773 employees working in this business unit. In fiscal 2016 and 2015, this business unit accounted for 5.5% and 5.8% of our revenue and 5.8% and 6.1% of our revenue less repair payments (non-GAAP), respectively.

## [Table of Contents](#)

The following table illustrates the key areas of services provided to clients in this business unit:

<b>Retail Banking</b>	<b>Banking and Financial Services—Service Offerings</b>		<b>Mortgage Banking</b>
	<b>Commercial Banking</b>	<b>Capital Markets</b>	
<i>Acquisition:</i> lead generation and deployment, customer behavioral analysis, campaign management, product development/management and support; <i>On-boarding:</i> application scanning and indexing, account opening, product application processing, detailed documentation review and verification, underwriting/spend limit assignment, welcome calls; <i>Maintenance and servicing:</i> account maintenance, account and general enquiries, customer data maintenance, statement generation, payment processing, funds allocation and return payment processing, complaint handling, funds transfers, remittance, refunds and settlements, billing queries and statement processing; <i>Collections:</i> collections and recovery, ship tracking, pre-delinquency management, payment plans	<i>Trade finance:</i> account opening, bills for collection, export bills negotiation, import bills, letter of credit processing, bank guarantees credit limits; <i>Credit risk management:</i> financial spreading, proposal development, reconciliation, credit analysis, collateral management, renewal support, billing and contribution management, audit support; <i>Cash management:</i> funds transfer, trade processing, reconciliations, accrual calculations, investigations, payment processing, settlement, reference data management, reporting; <i>Commercial lending:</i> account opening, “know your customer”, loan onboarding, documentation, covenant monitoring, billing, statutory accounting; <i>Treasury services:</i> cash management, foreign exchange settlements, bill discounting, rates updates, mark to market, margin allocation	<i>Front office:</i> financial and business research, investment strategy and modeling, order entry, allocation/rebalancing; <i>Middle office:</i> reference data management, cash flow forecasting, risk management, amendments/maintenance of existing data, manual trade allocations, manual trade booking, trade exception/rejection management, trade amendment, trade confirmation, queries handling; <i>Back office – Accounting:</i> expense and income processing, securities lending, corporate actions processing, fund accounting/net asset value calculations, financial reporting, settlement follow-up with clients; <i>Back office – Asset servicing:</i> clearing and settlement, custody/record keeping, stock transfer, collateral management, transfer agency, claims management; <i>Back office – Treasury:</i> cash management, cash forecasting, payment processing, invoicing/billing processing	<i>Originations:</i> indexing, pre-underwriting checklist, pre-funding audit, correspondent indexing, title commitment, credit evaluation, contact point verification, disbursals; <i>Servicing:</i> customer service, loan boarding and set-up, adjustable rate mortgage audit, payments processing, assignments and endorsements, lien release, escrow management/periodic analysis, final documents follow up and audit; <i>Default servicing:</i> pre-loss mitigation, foreclosure support, borrower research, operations intake, claims processing, investor reporting, closing and monitoring functions, trial period monitoring (forbearance support), loan modification document preparation; <i>Secondary markets services:</i> post close audit, due diligence of acquired packets, documentary fulfillment

## [Table of Contents](#)

The following table illustrates our research and analytics practice focused on banking and financial services:

<u>Retail Banking</u>	<u>Investment Banking</u>	<u>Commercial Banking</u>	<u>Wealth Management</u>	<u>Asset Management</u>
Loans, cards, profitability, attrition, risk, fraud	Mergers and acquisitions (M&A), initial public offerings, private placements	Financial statement spreading, credit appraisal, risk ratings, portfolio construction, portfolio measurement, probability of default (PD), loss given default (LGD), exposure at default (EAD) prediction models	Current investment reviews, new business, pitch books, CRM support, fund research, portfolio research	Fixed income, equities, investment strategies, portfolio monitoring
<hr/>				
<b>Data Mining and Data Management</b>				
Analysis of structured and unstructured data across the banking and finance sector, organization of data for retrieval and analysis				
<hr/>				
<b>Reporting, Dash-boarding and Visualization</b>				
Generation and presentation of data-driven insights, communication tools for analysts				
<hr/>				
<b>Model Development and Recalibration</b>				
Actionable models for optimization of operations and strategic planning, insights for changing market conditions				
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## [Table of Contents](#)

### **Utilities**

We are a leading utility BPM service providers, with deep domain expertise in the management of customer needs throughout the generation, transmission and distribution, and retail segments in electricity, gas, water and renewable sources of energy. We work with utility companies globally in the residential, industrial, and small and medium enterprise, or SME, segments for both prepaid and post-paid metered products.

The key energy and utilities industry sectors we serve include:

- Oil and gas;
- Electricity;
- Water; and
- Renewable energy.

As at March 31, 2016, we had 3,327 employees working in this business unit. In fiscal 2016 and 2015, this business unit accounted for 10.2% and 9.5% of our revenue, and 10.8% and 10.1% of our revenue less repair payments (non-GAAP), respectively.

We are a strategic outsourcing provider for clients from the US, the UK and Asia-Pacific regions supporting business-to-customer and business-to-business customer segments across our suite of end-to-end meter-to-cash customer management services, including customer acquisition and management, billing & metering, payment processing, credit and collections, all supported by our analytics expertise. We offer platform integration, application integration, data integration, process integration, component integration, and system integration capabilities to enhance process management through technology-enabled platforms.. We also work with clients to provide detailed multi-channel provisioning and social media analytics, such as data mining of structured and unstructured data, and speech and text analysis, with a view to increasing customer satisfaction and improving collection rates.

The following table illustrates the key areas of services provided to clients in this business unit:

<u>Meter to Cash Revenue Cycle Operations</u>	<u>Customer Management</u>	<u>Utilities and Energy Supply Chain Management &amp; Procurement</u>	<u>IT Solutions</u>	<u>Research and Analytics</u>
Customer billing, dispute resolution, exception handling, prepaid account management, billing of unmetered services, credit and collections, payment services	Customer acquisitions, customer retention, customer enhancement, cross sell/ up sell, customer care – queries, correspondence, asset management	eSourcing, vendor rationalization, supplier management, procurement optimization, sourcing, support, procure-to-pay (P2P) transaction, supply chain analytics	Document control and digitization, master data management, enterprise resource planning (ERP) implementation & support, meter-to-cash – business-process-as-a-service, robotics – Automation	Data mining, decision support services, collections optimizations, customer analytics – segmentation, lifetime value analysis, net promoter score (NPS) analysis

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## [Table of Contents](#)

<u>Finance &amp; Accounting</u>	<u>Shared Services</u>	<u>Human Resource Management</u>
Order-to-cash, financial analysis, procure-to-pay, accounts receivable/ payable		Administration support and payroll services

### ***Shipping and Logistics***

We deliver a range of industry-specific business processes across the shipping and logistics industry, as well as provide services in the areas of finance and accounting, customer care, business technology, procurement and human resources administration. We also offer decision support services in the form of research and analytics. To support our shipping and logistics team, we leverage various enabling tools and technologies and our proprietary digitization platform to deliver high-quality service to our customers.

The key shipping and logistics industry sectors we serve include:

- Global express and courier companies;
- Ocean sector – non-vessel operating common carrier, ocean liners, ports & terminals and shipping agencies;
- Trucking sector – Less-than-truck load, full truck load, truck rental and leasing, compliance, safety and accountability companies;
- Third- and fourth-party logistics; and
- Freight forwarders.

## Table of Contents

As at March 31, 2016, we had 1,642 employees working in this business unit. In fiscal 2016 and 2015, this business unit accounted for 3.9% and 3.4% of our revenue, and 4.1% and 3.6% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key areas of services provided to clients in this business unit:

<u>Sales &amp; Marketing</u>	<u>Customer Service</u>	<u>Document Processing</u>	<u>Shipping and Logistics Operations Support</u>	<u>Finance &amp; Accounting</u>	<u>Research and Analytics</u>	<u>Technology Services</u>
Tariff filing and maintenance, rate quotes, service contract / rate agreement creation and maintenance,	Customer file and debtor file administration, customer helpdesk, booking desk-phone, booking desk-e-mail, electronic data interchange / Web, rating	Exports, bill of lading, processing and data entry, advance manifest processing, freight audit, billing and invoicing, vessel closures, imports, import data quality process/ checks, arrival notifications, import general manifest filings with customers, delivery order issuance, customers document processing	Vessel schedules – long term support (LTS), vessel schedules – coastal, routing module maintenance, hazardous cargo approvals, vendor management – vendor file administration, purchase order / job order creation, gate moves, ship husbanding, stowage planning, Bayplan submission and distribution, inbound and outbound trans-shipment, maintenance and repairs, global stock reconciliation, container leasing validation, vessel performance reports, inventory management, chart corrections management, safety and environmental KPI monitoring onshore	Accounts payable, accounts receivables, credit and collections, agency reconciliations, general ledger / bank reconciliation, cash reporting and audit / vendor reconciliation, financial management reporting, vendor helpdesk, monthly closing / quarterly/ yearly closing, treasury support, agency audits, claims management	Metrics realization & analysis, network design and optimization, transport management, shipping performance management, tonnage analytics, carrier sourcing analytics, fleet analysis and maintenance, corporate management, revenue analytics, reverse logistics analytics	Intranet support, claims management, data hubbing, E-commerce registration, E-learning module content management, E-learning module content creation

## Horizontal Units

### Contact Center

We have a strong track record of supporting customer care functions while focusing on business outcomes. To increase customer loyalty and satisfaction, we offer tailor-made customer care solutions by leveraging our industry-specific expertise, sophisticated technology and analytics supported by a strong talent pool. Contact center services are offered across our vertical business units.

As at March 31, 2016, we had 12,284 employees in this horizontal unit. In fiscal 2016 and 2015, this horizontal unit accounted for 26.9% and 22.5% of our revenue, and 28.5% and 23.9% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key contact center services we provide:

<u>Services</u>	<u>Contact Center—Service Offerings Channels</u>	<u>Languages</u>
Customer acquisition, customer retention, customer service, sales and support (cross-sell or up-sell), loyalty program management, collections, website assistance, digital content services, technical help desk, quality as a service, CRM analytics	Voice (inbound / outbound), e-mail, physical mail, chat, social media, short message service (SMS), fax, IVR, virtual assistant, mobile	English, French, Italian, Russian, Spanish, Portuguese, German, Hungarian, Greek, Turkish, Finnish, Dutch, Polish, Swedish, Mandarin, Cantonese, Japanese, Korean, Arabic, Filipino (Tagalog), IsiZulu, IsiXhosa, Afrikaans, and more than 20 regional languages

### Finance and Accounting

Our finance and accounting service offerings include standardization of finance and accounting processes and transformation of finance operations. Finance and accounting services are offered across our vertical business units.

We have experience in delivering large scale and complex finance and accounting transformation programs, which include:

- Rapid, large scale transitions;
- Implementation of shared service centers and rationalization of financial systems to optimize and consolidate our clients' information technology platforms;
- Multi-location, multi-system global finance and accounting consolidation;
- End-to-end processes ranging from simple, transaction-based processes to high-end, judgment-based processes, such as analytics and treasury;
- Enhanced procure to pay services including spend analytics, contract management, catalog (demand management) and global procurement;
- Global risk and compliance services such as forensics, background screening and digital credit screening; and
- Process maturity model which allows for objective assessment of processes, technology and people using performance benchmarks which are customized for the industry and size of the company.

## Table of Contents

As at March 31, 2016, we had 4,179 employees in this horizontal unit. In fiscal 2016 and 2015, this horizontal unit accounted for 18.4% and 20.0% of our revenue, and 19.5% and 21.2% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key finance and accounting services we provide:

<u>Finance and Accounting—Service Offerings</u>				
<u>Procure-to-Pay</u>	<u>Order-to-Cash</u>	<u>Record-to-Report</u>	<u>Decision Support</u>	<u>Corporate Functions</u>
Sourcing services, procurement and administration, invoice / expense processing and payment, accounts payables	Accounts receivables, billing and cash application, order management, credit control, collections	General accounting, fixed assets, reconciliations, month-end reporting and consolidation, tax filing and reporting, cost accounting, inter-company accounting, statutory reporting	Budgeting, forecasting, variance analysis, management reporting	Treasury, cash management, financial planning and analysis, tax and compliance, decision support, management accounting
<u>Supply Chain Finance</u>	<u>Industry-specific Accounting</u>	<u>Technology Solutions</u>	<u>Governance, Risk, Compliance and Audit Services</u>	
Product costing, inventory accounting, manufacturing accounting	Passenger revenue accounting, revenue audit and recovery, claims management, loan account maintenance, royalty accounting, fiduciary accounting, trip records, freight and fuel charges accounting, cost accounting, franchise accounting, meter reading, pre-payment billing	<i>Enterprise resource planning (ERP)</i> : implementation, hosting, optimization; <i>Bolt-on tools</i> : reconciliations, reporting, workbench, query management, web portal; <i>Enablers</i> : mailroom solution, workflow	Governance consulting, risk analytics services, compliance services and audit services	

### **Proprietary Platform:**

- Proprietary platform-based service offering: Xponential — The ERP Card Solution™, a part of our BizAps Procure to Pay (P2P) Solutions brand umbrella.



**Research and Analytics**

With close to 2,500 employees our research and analytics practice helps over 50 global clients make critical business decisions with data-driven insights. We combine a data-driven approach with deep domain knowledge to provide our clients with decision support designed to impact their top and bottom lines. Our practice endeavors to provide clients with both new age analytics solutions to reduce risk; understand consumers better; identify gaps between their operations and business opportunities, and develop strategies to bridge the gap; generate insights into optimization of their systems, processes and staffing to increase operational effectiveness; and keep abreast with changing market conditions.

Our research and analytics services portfolio cuts across an organization’s functions, ranging from marketing and finance to supply chain and operations. We also offer customized new age analytics solutions in big data, and social media analytics. Our industry analytics portfolio cuts across various verticals, including retail and CPG, banking and insurance and other emerging industries. We aim to generate higher and long term value for our clients through investment in our “Data Sciences Group”- a specialized unit that develops solutions and capabilities designed to enhance our clients’ returns on their analytics investments.

As at March 31, 2016, we had 2,329 employees in this horizontal unit. In fiscal 2016 and 2015, this horizontal unit accounted for 12.4% and 12.5% of our revenue, and 13.1% and 13.2% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key research and analytics services we provide:

<u>Analytics Consulting</u>	<u>Research and Analytics—Service Offerings</u> <u>Marketing Analytics</u>	<u>Domain-based Analytics</u>
Analytics maturity consulting, data maturity consulting, visualization needs assessment	Customer analytics, campaign management and loyalty analytics, sales analytics, market / media mix modeling, market research analytics, pricing analytics	Insurance analytics (claims/ fraud/ distribution), banking analytics (retail and capital markets), retail & CPG analytics, pharmaceutical analytics, hotel revenue analytics, airline analytics
<u>Digital Analytics</u>	<u>Data and Visualization Services</u>	<u>Research</u>
Social media analytics, web analytics, text mining	Data stitching and analysis, reports and dashboards, visualization tools, data cleansing and aggregation	<i>Business research:</i> strategic marketing intelligence, competitive research; <i>Financial research:</i> credit research, equity research, M&A research, fixed income research <i>Market research:</i> survey programming, telephone (computer-assisted telephone interviewing) and web surveys
<u>HR Analytics</u>	<u>Operations Analytics</u>	<u>Financial Analytics</u>
Employee satisfaction analytics, resourcing & workforce analytics, compensation & benefits analysis, human resources information system and payroll analytics	Customer satisfaction score (CSAT)/ NPS analytics, spend analytics, demand and inventory analytics, sales and operations planning, sourcing and procurement analytics, supplier capability profiling	Actuarial analytics, collections analytics, budgeting and forecasting, balance sheet analytics, working capital analytics

[Table of Contents](#)

**Technology Services**

Our technology services team offers end-to-end services designed to help our clients to identify business and process optimization opportunities, leveraging technology platforms and tools. We rely on our industry and process expertise, combined with in-house and third party-leveraged technology solutions to drive outcomes. Technology services are offered across all our vertical business units.

As at March 31, 2016, we had 208 employees in this horizontal unit. In fiscal 2016 and 2015, this horizontal unit accounted for 1.4% and 1.2% of our revenue, and 1.4% and 1.3% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key technology services we provide:

<b><u>Technology Services—Service Offerings</u></b>				
<b><u>BPM and Robotic Process Automation</u></b>	<b><u>ERP and BizAps</u></b>	<b><u>Application Development and Maintenance and Testing</u></b>	<b><u>Analytics / Digital</u></b>	<b><u>Infrastructure</u></b>
Mailroom management and digitization, scanning and imaging solutions, Optical Character Recognition (OCR) solutions, customized workflow solutions, case management and document management solutions, robotic process automation consulting and implementation including simple rule-based automation and higher end knowledge based processing solutions	Consulting, implementation and optimization of ERP solutions, solution selection, functional and technical consulting, process design and re-engineering, configuration, customization and implementation. ERP training, ERP upgrades	Custom applications development and maintenance for diverse technology platforms and testing services including agile testing, user acceptance testing, regression testing, integration testing and mobile testing	Analytical model definition and implementation, configuration, customization and implementation, predictive analytics and insights generation across social, mobile and digital channels; tools and interface development, extraction, transformation, loading, data cleansing and mining, visualization solutions on multiple products digital and mobility solutions for customer interactions	IT infrastructure and process design and re-engineering, network and remote infrastructure management, managed services and hosting, IT support and helpdesk

[Table of Contents](#)

**Legal Services**

Our legal process outsourcing solutions team provides organizations access to a high quality talent pool of legal professionals, a global delivery model and deep domain expertise.

We aim to help our clients reduce the costs of their legal processes and, more importantly, allow their associates to focus on spending more time with their clients, thereby creating greater value for their organization. As at March 31, 2016, we had 156 employees in this horizontal unit. In fiscal 2016 and 2015, this horizontal unit accounted for 0.6% and 0.7% of our revenue and 0.7% and 0.7% of our revenue less repair payments (non-GAAP), respectively.

The following table illustrates the key legal services we provide:

<u>Legal Services—Service Offerings</u>			
<u>Property Law</u>	<u>Law Firm Support</u>	<u>Corporate Legal Support</u>	<u>Personal Injury Claims</u>
Freehold and leasehold conveyancing, mortgage re-financing, legal processing, title checking services, conveyancing back-office, post completion services	Legal support, legal and business research, digital dictation transcription, pitch support, accounts payables and general ledger, employee data management and payroll	Contract management, regulatory compliance support, legal secretarial support, document management	New claims processing, legal research, medical evidence evaluation, liability assessment and quantum, claims settlement, litigation support

**Human Resource Outsourcing**

We support organizations in meeting their human resources objectives through comprehensive service offerings for human resources-related functions. Our solutions enable clients to overcome challenges such as managing the high cost of human resources operations, improving compliance with quality parameters, handling routine human resources activities that require significant manual intervention and managing disparate legacy human resources systems. We offer “Human Capital Management Transformation Services”, or HCMS, to multiple global clients.

With over a decade of experience in catering to the HR requirements of organizations, we have built a strong delivery capability driven by global delivery model spread across 10 countries. We have a talent pool of more than 600 trained employees with deep domain expertise providing HR services. This comprises a combination of employees for HRO client accounts (approximately 250) and internal WNS HR employees supporting the enabling units (approximately 390).

Human resources outsourcing services are offered across our vertical business units. HRO is a horizontal unit, which is focused towards building capability and solutions. Hence, employees and revenues are accounted for in the vertical / business units.

As at March 31, 2016, we had no employees in this horizontal unit. In fiscal 2016 and 2015, this horizontal unit accounted for 0% and 0.2% of our revenue, and 0% and 0.2% of our revenue less repair payments (non-GAAP), respectively.

The following illustrates the key human resources outsourcing services we provide:

**WNS HCMS**

End-to-end HR services, ERP, strategic global foot print in 10 countries, layered HR analytics offering for business, insights & decision support, ERP scalable for varying HR headcount, scope, multiple languages & landscape

On cloud & on premises hosted model, seamless integration with other ERPs

<u>Talent Acquisition</u>	<u>Workforce Administration</u>	<u>HRO Service Offerings</u> <u>Payroll Administration</u>	<u>Compensation &amp; Benefits</u>	<u>Talent Management</u>
Manpower planning, job publishing, sourcing, screening, interview scheduling, coordinate assessments, administer offer letters, on-boarding, administration, vendor management.	Employee data administration, separation & exit management, leave & absence management, background verification, visa management, HR helpdesk, HR management, reports.	Time & attendance management, build to gross & gross to net benefits & deductions, disbursement / pay slip delivery, taxation & year-end activities, accounting & reporting, payroll, helpdesk.	Administer employee benefits – health and welfare, defined contribution and defined benefit plans, salary structure & administration, pension administration, annual enrollment surveys & industry benchmarking, rewards administration, compliance, reporting.	Competency / skills management, training need analysis, training administration, administer assessment & surveys, administer performance management programs, training, curriculum support, vendor management.

Our end-to-end HRO offerings are powered by global platforms like SAP, People Soft and Workday, including the WNS-managed Human Capital Management, or HCM, ERP suite. This HCM ERP suite is technology agnostic and can be layered with various global platforms.

We have a strong “Reporting and Analytics” practice within our HRO services. The data-driven insights based on data analytics and reporting solution enables the clients to make informed decisions. Our HR analytics aims to provide cost-effective business solutions designed to transform people strategy and improve performance.

Our HR analytics framework generates actionable insights by harnessing predictive analytics, business intelligence tools and innovative HR analytics service offerings. Our relational analytics combines data across various spectra of the employee life cycle and provides work stream-specific models that can influence policy reviews and programs.

## [Table of Contents](#)

### Business Transformation and Decision Support

	<u>Talent Acquisition</u>	<u>Compensation &amp; Benefits / Payroll</u>	<u>Workforce Management</u>	<u>Performance &amp; Learning</u>
<b>Business Intelligence</b> <i>Predictive / Prescriptive Models</i>	Predictive hiring model, social media strategy, employer brand positioning, stability index model	Rewards policy effectiveness, market benchmarking, wage cost modeling	Workforce planning, retention model, capacity modeling, attrition propensity	Performance prediction, pay for performance, relationship model, succession planning
<b>Decision Constructs</b> <i>Intuitive Analysis</i>	Resource planning, channel effectiveness, applicant risk scorecard, vacancy aging analysis	Wage bill analysis, benefits penetration, spend analytics, return on investment per employee	E-SAT (Employee Satisfaction) engagement index, HCM balance scorecard, position management, span of control	competency gap analysis, vendor partner efficacy, training program effectiveness
<b>Insights</b> <i>Unique / Variable Reports</i>	Sourcing dashboards, background checks, candidate/talent profiling, cycle time to hire	Remuneration cycle management, base cost monitoring, statutory compliance, regulatory reports	Overtime expense analysis, global mobility analysis, leadership review dashboards	Talent review dashboard, skill matrix mapping, strategic & executive competency profiling

## Sales and Marketing

The sales cycle for business process management services can be time consuming and complex in nature. The extended sales cycle generally includes initiating client contact, submitting requests for information and requests for proposals for client business, hosting client visits to our delivery centers, performing analysis including diagnostic studies and conducting pilot implementations to demonstrate our delivery capabilities. Due to the complex nature of the sales cycle, we have aligned our sales teams to our vertical business units and staffed them with hunting, or new sales, professionals, as well as farming, or client relationship, professionals. Our hunters and farmers have specialized industry knowledge and experience, which enable them to better understand prospective and existing client's business needs and to offer appropriate domain-specific solutions.

Our sales and sales support professionals are based in Australia, Dubai, Eastern Europe, India, Singapore, South Africa, the UK and the US. Our sales teams work closely with our sales support team in India, which provides critical analytical support throughout the sales cycle. Other key functions provided by our India sales support team include generating leads for potential business opportunities and telephone sales support. As of March 31, 2016, our front-line sales teams consisted of 71 members including hunters and farmers. 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 assign dedicated client partners and / or account managers to our key clients. These managers work with their clients daily at the client locations. They also are the conduit to our service delivery teams addressing clients' needs. More importantly, by leveraging their detailed understanding of the client's business and outsourcing objectives gained through this close interaction, our existing clients and 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 at March 31, 2016, we had a diverse client base of 302 clients across a variety of industries and process types, including companies that we believe are among the leading players in their respective industries.

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

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

	Year ended March 31,	
	2016	2015
Below \$1.0 million	211	209
\$1.0 million to \$5.0 million	61	57
\$5.0 million to \$10.0 million	19	15
More than \$10.0 million	11	11

## Competition

Competition in the business process management services industry is intense and growing steadily. See “Part I — Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — We face competition from onshore and offshore business process management companies and from information technology companies that also offer business process management 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 management service companies based in offshore locations (primarily India), such as EXL Service Holdings, Inc., Firstsource Solutions Limited and Genpact Limited;
- Business process management divisions of numerous information technology service companies operating out of India such as Cognizant Technology Solutions, Infosys Technologies Limited, Tata Consultancy Services Limited and Wipro Technologies Limited; and
- Global companies such as Accenture Limited., Affiliated Computer Services Inc. Electronic Data Systems Corporation, a division of Hewlett-Packard, and International Business Machines Corporation, 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.

## Intellectual Property

We use a combination of our clients’ software systems, third party software platforms and systems and our own proprietary software platforms and systems to provide our BPM services. Our proprietary and licensed software allows us to market our services as integrated solutions that combine technology solutions together with our core BPM service offerings. Our principal proprietary software includes –

- (1) Travel technology solutions including a revenue accounting platform and a fare audit platform, which we use in our travel and leisure business unit;
- (2) Auto claims software platform, which we use in WNS Assistance;
- (3) Insurance technology solutions, including InsurACE and eAdjudicator, which we use in our insurance business unit,
- (4) Proprietary software and point solutions that we use in our finance and accounting services;
- (5) In addition, we use our proprietary software to optimize our clients’ finance and accounting processes, including (a) approval of documents such as invoices and requisitions, (b) vendor and customer communication, and (c) purchasing card expense management.

We customarily enter into licensing and non-disclosure agreements with our clients with respect to the use of their software platforms and systems. We maintain intellectual property rights in our proprietary software platforms and systems, and license the use of third party software platforms and systems from their respective owners. Our client contracts usually provide that all customized intellectual property created specifically 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. These agreements include confidentiality undertakings regarding our company’s and the client’s intellectual property that bind our employees even after they cease to work with us. These agreements also ensure that all intellectual property created or developed by our employees in the course of their employment is assigned to us.

We have registered the trademark “WNS” and “WNS-Extending Your Enterprise” in most of the countries where we have global presence.

## Technology

We have a dedicated team of technology experts who support clients at every stage of their engagement with us. The team designs, executes and supports technology solutions to enable delivery of business processes for our customers.

*Wide-area-network* — We have designed and built a global multi-protocol label switching, or MPLS, network, connecting all of our delivery centers to points of presence in the US and UK through diverse service providers and cable systems to ensure redundancy. We run both data and voice service on this global MPLS network to serve customers.

*Contact center technology infrastructure* — We have deployed the Avaya Aura platform at all of our contact centers for delivering voice processes. The platform is designed to provide secure access to define call flow, vectoring, and skill-based call routing as needed.

*Data centers* — Our global datacenter is over 25,000 square feet in size, and hosts data for our clients and internal corporate applications.

*Technology service management methodology* — We have designed and deployed diverse data and voice connectivity solutions for more than 200 clients using our industry standard infrastructure, experienced solution design/project management/operations teams and robust delivery methodology.

## Process and Quality Assurance and Risk Management

Our process and quality assurance compliance programs are critical for the success of our operations. We have an independent quality team to monitor, analyze, and provide feedback and report process performance and compliance. Our company-wide quality management system focuses on effectively managing our client processes on an ongoing basis. Our process delivery is managed by independent empowered teams and is measured regularly against pre-defined operational metrics. We have over 800 employees in our quality assurance team which help us meet ISO 9001:2008 standards for quality management systems and ensure continued compliance. We apply Lean Six Sigma methodologies, which are statistical and process-focused methodologies to improve and deliver consistent quality across processes. We apply well-defined quality management principles to improve and provide consistent levels of service quality to our clients. In fiscal 2016, more than 320 different projects were completed using Lean Six Sigma methodologies and over 300 additional projects are in progress.

We have been honored with the following awards for our achievements in quality assurance in the last fiscal year:

- National Case Study - Service Track, IndiZEN 2015;
- Golden Peacock National Quality Award, 2015; and
- Lean Six Sigma Award in ITeS Category, NIQR 2015.

Our Board of Directors is primarily responsible for overseeing our risk management processes. The Board of Directors receives and reviews reports from the Head of Risk Management and Audit as considered appropriate regarding our company's assessment of risks. The Board of Directors focuses on the most significant risks facing our company and our company's general risk management strategy, and also ensures that risks undertaken by our company are consistent with the Board's appetite for risk.

Our risk management framework also focuses on three important elements: business continuity planning, information security and operations risk management.

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 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.



## [Table of Contents](#)

Our approach to information security involves implementation of an organization-wide information security management system, which complies with the ISO 27001:2013 to manage organizational information security risks. These measures seek to ensure that sensitive company information remains secure. Currently, information security systems at 31 delivery centers are ISO 27001:2013 certified, and we expect to seek similar certifications in our newer delivery centers. We also comply with the Payment Card Industry Data Security Standard (PCI DSS) which is a security standard aimed at helping companies proactively protect cardholder data and sensitive authentication data. In addition, we also undergo Statement on Standards for Attestation Engagements (SSAE) No. 16 / International Standard on Assurance Engagements (ISAE) No. 3402, “Reporting on Controls at a Service Organization (SOC) 1 Type 2” audits with respect to our general control environment supporting operational delivery in accordance with ISAE on an annual basis. We also undergo “Reporting on Controls at a Service Organization (SOC) 2 Type 2” audits with respect to security, availability and confidentiality.

Our approach to operations risk management involves the implementation of a “three lines of defense” framework for our clients’ offshored business processes. Under this framework, the quality assurance teams embedded within the business units act as the first line of defense, an independent and centralized risk management team acts as the second line of defense and client-end internal audit teams act as the third line of defense. Our lines of defense are designed to identify potential risks, evaluate design efficiency and operating effectiveness of controls embedded within the offshored business processes and propose additional controls as appropriate for mitigation of the identified risks.

In addition, our clients may be governed by regulations specific to their industries or in the jurisdictions where they operate or where their customers are domiciled which may require them to comply with certain process-specific requirements. As we serve a large number of clients globally and across various industries, we rely on our clients to identify the process-specific compliance requirements and the measures that must be implemented in order to comply with their regulatory obligations. We assist our clients to maintain and enforce compliance in their business processes by implementing control and monitoring procedures and providing training to our employees serving specific client programs. The control and monitoring procedures defined by this function are separate from and in addition to our periodic internal audits.

### **Human Capital**

As at March 31, 2016, we had 32,388 employees, of which 13 are based in Australia, one is based in Brazil, 242 are based in China, 161 are based in Costa Rica, 21,854 are based in India, 4,129 are based in the Philippines, 124 are based in Poland, 419 are based in Romania, one is based in Singapore, 5 are based in Germany, 3 are based in France, 4,026 are based in South Africa, 834 are based in Sri Lanka, one is based in the United Arab Emirates, 281 are based in the UK and 294 are based in the US. Most of our associates hold university degrees. As at March 31, 2015 and 2014, we had 28,890 and 27,020 employees, respectively. Our employees are not unionized. We believe that our employee relations are good. We focus heavily on recruiting, training and retaining our employees.

### ***Recruiting and Retention***

We believe that talent acquisition is an integral part our overall organizational strategy. We have developed effective human resource strategies and demonstrated a strong track record in recruitment specific to the needs of our business units to optimize the training and development of our employees. As we continue to grow, we look to improve and enhance our candidate pool, which is sourced from recruitment agencies, job portals, advertisements, college campuses (where we focus on recruiting talented individuals) and walk-in applications. In addition, a significant number of our applicants are referred to us by existing employees. We recruit an average of 1,682 employees per month.

During fiscal 2016, 2015 and 2014, the attrition rate for our employees who had completed six months of employment with us was 34%, 34% and 33%, respectively.

### ***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 cultural, voice and accent training, as required by our clients.

## [Table of Contents](#)

We have established the WNS Learning Academy, where we offer specialized skills development, such as leadership and management development, and behavioral programs as well as pre-process training that includes voice and accent and customer service training, for new associates. The WNS Learning Academy is staffed with over 50 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. 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.

Since the launch of the WNS Learning Academy, we have made significant efforts to improve the learning and development of our supervisory, management and leadership teams, which is visible through focused learning initiatives targeted at employees with specific job roles and based upon current and future business competency requirements. Our learning initiatives include, among others, the following:

- A five-day leadership program, implemented in 2008, with a 60-90 day action learning project focused on professional and leadership skills and process improvement for over 2,000 team leaders and managers;
- Educational opportunities through tie-ups with leading institutions, such as the Narsee Monjee Institute of Management Studies and NIIT University;
- “Train the Trainer” programs, in which master trainers visit our various locations to conduct training sessions;
- The ongoing expansion of our virtual domain university for each business unit, which we intend to serve as a one stop solution for domain knowledge; and
- Diversity and cross-cultural understanding training initiatives.

Through these learning initiatives and others, we are addressing developmental and functional needs at the junior management level, leadership and sales focus at the middle management level and business and strategic development at the senior leadership level. Our goal is to consolidate, build and share intellectual property and business knowledge throughout our organization, which we believe will benefit us, as well as our clients, in the long run.

Further, in connection with our focus on institutionalizing talent identification, succession planning and talent development frameworks, the WNS Learning Academy is involved with the design and implementation of talent development roadmaps that are designed to help us organically build leaders for the future and develop clear succession plans. We plan to achieve this through the design and roll-out of customized individual development plans, as well as specialized training programs run for groups of employees at similar stages of career development or in similar roles, which we call “clustered interventions.”

In order to keep pace with the ever-changing global business environment, we recognize that there is a strong need to focus on consolidating, building and sharing our domain knowledge. Hence, in fiscal 2015, we set up a virtual domain university for certain vertical business units such as finance and accounting, banking and financial services, travel, diversified businesses, and shipping and logistics. The university serves as repository for domain knowledge that is accessible virtually by our employees. The university was established to assist us in retaining and building our domain knowledge for our business units, and we intend to continue to expand its offerings to cover each of our business units. It is expected to benefit us as well as our clients in the long run. In the past fiscal year, we have tied up with Lynda, a leading provider of learning solutions, which provides our employees the opportunity of self-paced learning. We have also introduced video-based learning for employees, which can be accessed through their mobile phones.

### **Other Development Initiatives**

*Diversity and inclusion* — As we increase our global presence, we believe it is important to grow and foster an inclusive and diverse business environment, and therefore we seek to equip our managers with the skills required to collaborate, manage and lead in a diverse global environment. Our learning and development team is proactively designing training materials related to diversity and cross-cultural understanding in order to groom successful managers who have a global mindset and the necessary soft skills to function effectively in a diverse environment. We believe that skills such as good communication and cultural adaptability and understanding are essential in the workplace. Therefore, we aim to instill in our global managers an awareness of, and an appreciation for, the differences among the cultures with which they do business and to provide them the techniques and support they need to succeed.

## [Table of Contents](#)

Representatives of the learning and development team are also involved in feasibility studies for potential new locations from a talent availability point of view. To improve our reach, we are increasingly deploying blended learning solutions via video-based and e-learning to reach our managers globally. We have also collaborated with an external e-learning provider to assist in providing appropriate and relevant online training materials while keeping in mind our organizational goals. Our continued focus on e-learning has helped us in reducing costs associated with training as the costs associated with online products on a per person, per hour basis, are significantly less than the costs associated with training in the physical classroom. We were recognized in 2013 as the “Global L&D Team of the Year” at the 5<sup>th</sup> TISS Leap Vault CLO Summit India and we received the Corporate University Best-in-Class (or CUBIC™) Award. We were also the recipient of the Golden Peacock National Training Award- 2016 in fiscal 2016.

*Front line capability building* — As an individual advances within an organization, it is important that he or she adds the qualifications and skills required to perform the role and responsibilities to which he or she is assigned. Our Learning Academy focuses on providing new managers the necessary tools to successfully make the transition from employee to business leader. In doing so, our Learning Academy trains new managers on the technical and leadership skills necessary to manage people, understand key drivers of financial performance, provide good customer service and follow our business and shared best practices.

*Top Talent development initiatives*—We focus on employees identified as top talent via our “WNS performance management system” by building their capability to be future leaders in our company. These initiatives include:

- focussing on leadership pipeline development through programs to develop future-ready leaders in our company;
- investing in top talent individuals identified as “best bets”; and
- providing a support system and learning mechanism to enable the individual to understand, improve and reinvent oneself.

## **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 federal and state agencies in Australia, China, Costa Rica, France, India, Mauritius, the Netherlands, the Philippines, Poland, Romania, Singapore, South Africa, Sri Lanka, United Arab Emirates, the UK and the US that regulate various aspects of our business. See “Part I — Item 3. Key Information — D. Risk Factors — Risks Related to our Business — Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements. Failure to adhere to the laws and regulations that govern our business or our clients’ businesses that we are required to comply with in performing our services could harm our business.” We have benefitted from, and continue to benefit from, certain tax holidays and exemptions in various jurisdictions in which we have operations.

In fiscal 2016, 2015 and 2014, our tax rate in India, the Philippines and Sri Lanka impacted our effective tax rate. We would have incurred approximately \$5.0 million, \$3.0 million and \$1.7 million in additional income tax expense on our combined operations in our SEZ operations in India, the Philippines and Sri Lanka for fiscal 2016, 2015 and 2014, respectively, if the tax holidays or exemptions as described below had not been available for the respective periods.

We expect our tax rate in India, the Philippines and Sri Lanka to continue to impact our effective tax rate. Our tax rate in India has been impacted by the reduction in the tax exemption enjoyed by our delivery center located in Gurgaon under the SEZ scheme from 100.0% to 50.0% which started in fiscal 2013. However, we expect to expand the operations in our delivery centers located in other SEZs that are still in their initial five years of operations and therefore eligible for 100.0% income tax exemption.

### **India**

In the past, the majority of our India operations were eligible to claim income tax exemption with respect to profits earned from export revenue from operating units registered under the STPI. The benefit was available for a period of 10 years from the date of commencement of operations, but not beyond March 31, 2011. Effective April 1, 2011, upon the expiration of this tax exemption, income derived from our operations in India became subject to the prevailing annual tax rate, which is currently 34.61%, and was 33.99% in fiscal 2015 and 2014.

In 2005, the Government of India implemented the SEZ legislation, with the effect that taxable income of new operations established in designated 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 ten years, subject to the satisfaction of certain capital investment conditions. Our delivery center located in Gurgaon, India and registered under the SEZ scheme is eligible for a 50.0% income tax exemption from fiscal 2013 to fiscal 2022. During fiscal 2012, we also started operations in delivery centers in Pune, Mumbai and Chennai, India registered under the SEZ scheme, through which were eligible for a 100.0% income tax exemption until fiscal 2016 and will be eligible for a 50.0% income tax exemption from fiscal 2017 to fiscal 2026. During fiscal 2015, we commenced operations at our new delivery centers in Gurgaon and Pune in India which were registered under the SEZ scheme and are eligible for a 100.0% income tax exemption until fiscal 2019, and a 50.0% income tax exemption from fiscal 2020 to fiscal 2029.

## [Table of Contents](#)

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 result of such political pressures, the procedure for obtaining benefits under 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 additional operations in the SEZs.

In addition to these tax holidays, our Indian subsidiaries are also entitled to certain benefits under relevant state legislation and regulations. These benefits include the preferential allotment of land in industrial areas developed by 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.

Since fiscal 2008, we have become subject to minimum alternate tax, or MAT, and we have been required to pay additional taxes. The Government of India, pursuant to the Indian Finance Act, 2011, has also levied MAT on the book profits earned by the SEZ units at the prevailing tax rate, which is currently 21.34%, and was 20.96% in fiscal 2015 and 2014. To the extent MAT paid exceeds the actual tax payable on our taxable income, we would be able to offset such MAT credits from tax payable in the succeeding ten years, subject to the satisfaction of certain conditions. During fiscal 2016, 2015 and 2014, we have offset \$9.2 million, \$6.4 million and \$5.7 million, respectively, of our MAT payments for earlier years from our increased tax liability based on our taxable income following the expiry of our tax holiday on STPI effective fiscal 2012.

The Government of India may enact new tax legislation that could impact the way we are taxed in the future. For example, the Government of India has clarified that, with retrospective effect from April 1, 1962, any income accruing or arising directly or indirectly through the transfer of capital assets situated in India will be taxable in India. If any of our transactions are deemed to involve the direct or indirect transfer of a capital asset located in India, such transactions could be investigated by the Indian tax authorities, which could lead to the issuance of tax assessment orders and a material increase in our tax liability. For example, we received requests for information from, and are in discussions with, the relevant income tax authority in India relating to our acquisition in July 2008 from Aviva of all the shares of Aviva Global, which owned subsidiaries with assets in India and Sri Lanka. The Government of India has issued guidelines on General Anti Avoidance Rule, or the GAAR, which is currently expected to be effective April 1, 2017, and which is intended to curb sophisticated tax avoidance. Under the GAAR, a business arrangement will be deemed an “impermissible avoidance arrangement” if the main purpose of the arrangement is to obtain tax benefits. Although the full implications of the GAAR are presently still unclear, if we are deemed to have violated any of its provisions, we may face an increase to our tax liability. See “Part I — Item 3. Key Information — D. Risk Factors — Risks Related to our Business — New tax legislation and the results of actions by taxing authorities may have an adverse effect on our operations and our overall tax rate.”

### ***Philippines***

Our subsidiary in the Philippines, WNS Global Services Philippines Inc., located in Eastwood Avenue, Manila, was eligible to claim income tax exemption with respect to profits earned from export revenue by our delivery centers registered with the Philippines Economic Zone Authority, which expired in fiscal 2016. During fiscal 2013, we started operations in a delivery center in the Philippines located in Techno Plaza II, Manila which is eligible for a tax exemption that will expire in fiscal 2017. During fiscal 2016, we started operations in a delivery center in the Philippines located in Ilo Ilo, Manila which is also eligible for a tax exemption that will expire in fiscal 2020. Following the expiry of the tax exemption, income generated by WNS Global Services Philippines, Inc. will be taxed at the prevailing special tax rate, which is currently 5.0% on gross income.

### ***Sri Lanka***

Our operations in Sri Lanka are eligible to claim tax exemption under the Sri Lanka Inland Revenue Act for profits earned from export revenue.

### ***Costa Rica***

Our subsidiary in Costa Rica is eligible for a 100.0% income tax exemption from fiscal 2010 until fiscal 2017 and a 50.0% income tax exemption from fiscal 2018 to fiscal 2021.

See “Part I — Item 5. Operating and Financial Review and Prospects — Critical Accounting Policies — Income Taxes”.

### **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 given on the merits and 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.

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, there is no prohibition on them either by statute or by customary law. Whether a judgment is 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 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, or the Order, provides that such judgment would not be enforceable in Jersey and the amount which may be payable by such defendant may be limited. The Order provides, among others, 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 UK is responsible or a person carrying on business in Jersey.

## [Table of Contents](#)

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 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.

In India, recognition and enforcement of foreign judgments is provided for under Section 13 and Section 44A of the Code of Civil Procedure, 1908 (India), or the Civil Code, as amended. Section 44A of the Civil Code 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 a competent court in India. However, 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 US has not been declared by the Indian government to be a reciprocating territory for the purposes of Section 44A of the Civil Code. Accordingly, a judgment of a foreign court, which is not a court in a reciprocating territory, may be enforced in India only by a fresh suit instituted in a court of India and not by proceedings in execution. Furthermore, the execution of the foreign decree under Section 44A of the Civil Code is also subject to the exception under Section 13 of the Civil Code, as discussed below.

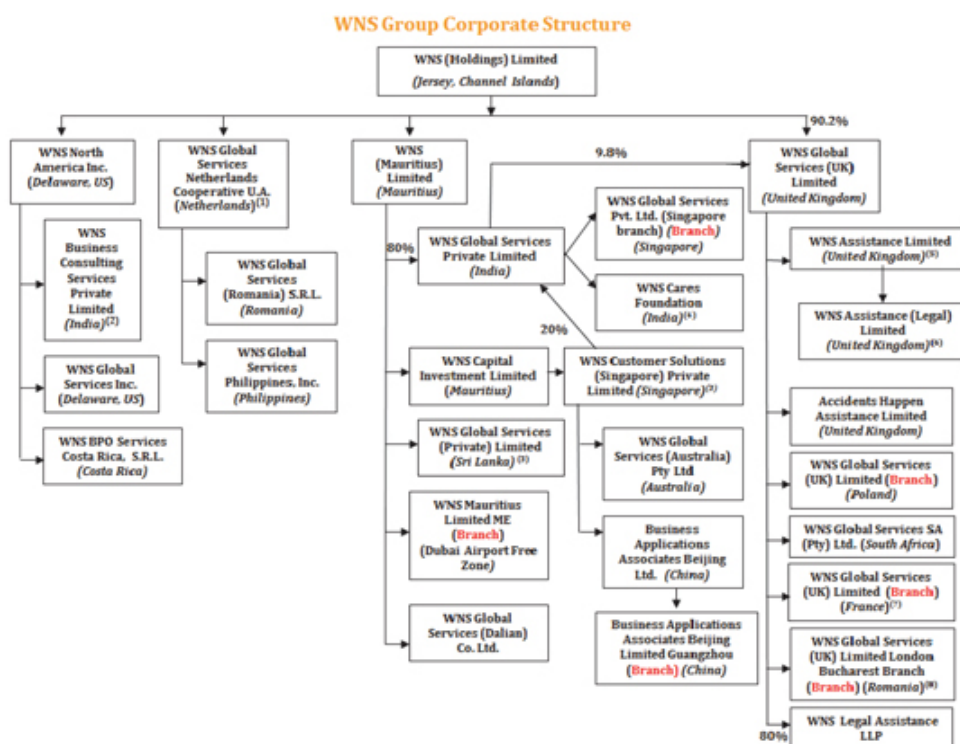
Section 13 of the Civil Code, states that a foreign judgment is conclusive as to any matter directly adjudicated upon except:

- 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 it appears on the face of the proceedings that the judgment is 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. 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 inconsistent with public policy in India. 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 and such amount may be subject to tax in accordance with applicable laws. Any judgment in a foreign currency would be converted into Indian rupees on the date of judgment and not on the date of payment. We cannot predict whether a suit brought in a court in India will be disposed of in a timely manner.

### 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 subsidiaries is wholly owned, directly or indirectly, by WNS (Holdings) Limited.



**Notes:**

- (1) WNS (Holdings) Limited has made a 99.99% capital contribution in WNS Global Services Netherlands Cooperative U.A., or the Co-op. The remaining 0.01% capital contribution in the Co-op was made by WNS North America Inc. to satisfy the regulatory requirement to have a minimum of two members.
- (2) All the shares except one share of WNS Business Consulting Services Private Limited are held by WNS North America Inc. The remaining one share is held by a nominee shareholder on behalf of WNS North America Inc. to satisfy the regulatory requirement to have a minimum of two shareholders.
- (3) WNS Customer Solutions (Private) Limited, which was a subsidiary of WNS Customer Solutions (Singapore) Private Limited, was amalgamated with WNS Global Services (Private) Limited effective December 31, 2015.
- (4) WNS Cares Foundation is a “not for profit organization” registered under the former Section 25 of the Indian Companies Act, 1956 (which has become Section 8 of the Indian Companies Act, 2013), formed for the purpose of promoting corporate social responsibilities. As a result, it is not considered for the purpose of preparing our consolidated financial statements.
- (5) WNS Workflow Technologies Limited was renamed WNS Assistance Limited effective April 13, 2016
- (6) WNS Assistance (Legal) Limited, a wholly owned subsidiary of WNS Assistance Limited, was incorporated on April 20, 2016.
- (7) WNS Global Services (UK) Limited (France Branch) was formed on December 16, 2015 and is a branch of WNS Global Services (UK) Limited.
- (8) WNS Global Services (UK) Limited London Bucharest Branch was formed on February 2, 2016 and is a branch of WNS Global Services (UK) Limited.

[Table of Contents](#)

**D. Property, Plants and Equipment**

As at March 31, 2016, we have an installed capacity of 26,407 production workstations, or seats, that can operate on an uninterrupted 24/7 basis and can be staffed on a three-shift per day basis. The majority of our properties are leased by us, as described in the table below, and most of our leases are renewable at our option. The following table describes each of our delivery centers and sales offices, including centers under construction, and sets forth our lease expiration dates:

Location	Total Space (square feet)	Total Number of Workstations/Seats	Lease Expiration	Extendable Until(1)
<b>India:</b>				
<b>Mumbai</b>	<b>399,015</b>	<b>3,514</b>		
Godrej Plant 10			February 15, 2021	February 15, 2023
Godrej Plant 11			February 15, 2021	February 15, 2023
Godrej Plant 5			February 15, 2021	February 15, 2023
Raheja (SEZ)			May 31, 2019	N/A
Rupa Solitaire-Unit 319			December 10, 2018	N/A
Rupa Solitaire-Unit 316			May 31, 2020	May 31, 2025
<b>Gurgaon</b>	<b>244,238</b>	<b>2,770</b>		
DLF (SEZ)			September 15, 2017	N/A
Udyog Vihar			July 14, 2017	July 14, 2020
World Tech Park-8 <sup>th</sup> , 9 <sup>th</sup> , 10 <sup>th</sup> and a part of 11 <sup>th</sup> floor			April 27, 2019	April 27, 2024
World Tech Park- the remaining part of 11 <sup>th</sup> floor			November 2, 2019	April 27, 2024
World Tech Park- Block A3, 11 <sup>th</sup> floor			September 19, 2020	September 19, 2024
<b>Pune</b>	<b>601,086</b>	<b>6,696</b>		
Magarpatta			N/A	N/A
Weikfield—Phase I			February 14, 2018	February 14, 2022
Weikfield—Phase II			April 30, 2018	April 30, 2022
Weikfield—Phase III			June 14, 2018	June 14, 2022
Mantri Estate			May 26, 2016	May 26, 2020
Magarpatta (SEZ)—Level 5			February 14, 2026	N/A
Magarpatta (SEZ)—Level 6			October 26, 2016	October 26, 2026
Magarpatta (SEZ)—Level 7			February 28, 2017	February 28, 2027
<b>Nasik</b>	<b>74,620</b>	<b>984</b>		
Shreeniketan			June 30, 2018	N/A
Vascon			October 13, 2018	N/A
<b>Bangalore</b>	<b>156,432</b>	<b>1,592</b>		
RMZ Centennial – Ground Floor and Level 1			June 14, 2018	June 14, 2025
RMZ Centennial – Level 2 and 3			October 31, 2018	October 31, 2025
RMZ Centennial – Terrace			July 31, 2018	July 31, 2025
<b>Chennai</b>	<b>110,792</b>	<b>915</b>		
RMZ Millenia			March 31, 2018	March 31, 2045
DLF (SEZ)—Phase 1			March 31, 2021	March 31, 2026
DLF (SEZ)—Phase 2			March 31, 2017	N/A
<b>Vishakhapatnam</b>	<b>37,050</b>	<b>565</b>		
MPS Plaza			March 4, 2017	March 4, 2027
<b>Tiruchirappalli</b>	<b>217,800</b>			
Plot of land(2)			November 15, 2111	November 15, 2210



## [Table of Contents](#)

<b>Sri Lanka:</b>	59,249	847		
Colombo (HNB)			July 31, 2016	N/A
Orion City			May 31, 2018	N/A
<b>UK:</b>	29,530	519		
Museum Street			May 23, 2028	N/A
Cheadle			July 21, 2020	N/A
Piccadilly			February 1, 2017	N/A
Mansfield			Lease being renewed <sup>(3)</sup>	N/A
Hayes			February 28, 2021	N/A
<b>US:</b>	57,300	443		
Exchange Place, NJ			July 30, 2019	July 30, 2024
The State Building			April 19, 2017	April 19, 2023
Pennsylvania			June 23, 2020	June 23, 2025
<b>Romania:</b>	43,691	472		
Bucharest			February 25, 2023	February 25, 2026
<b>Philippines:</b>	175,447	2,415		
Eastwood—Basement 3 Parking			June 30, 2016	N/A
Eastwood—10 <sup>th</sup> floor			June 30, 2016	June 30, 2019
Eastwood—9 <sup>th</sup> floor			June 30, 2021	June 30, 2031
Ilo Ilo			January 15, 2021	N/A
Techno Plaza II			April 30, 2019	April 30, 2024
<b>Costa Rica:</b>	25,184	401		
Forum H San Jose			April 30, 2021	N/A
<b>United Arab Emirates:</b>	510	—		
Dubai Airport Free Trade Zone			November 27, 2017	N/A
<b>South Africa:</b>	324,209	3,868		
Cape Town (Knowledge Park)			March 31, 2019	N/A
Cape Town (Ambition House)—4 <sup>th</sup> floor			September 30, 2017	September 30, 2018
Cape Town (Ambition House)—3 <sup>rd</sup> floor			June 30, 2018	June 30, 2019
Johannesburg (Commissioners Street)			May 31, 2017	May 31, 2019
Port Elizabeth (COEGA)			July 31, 2020	July 31, 2025
Durban Section #1 & 2 (Hippopark Avenue)			May 30, 2020	N/A
Durban (Grid Eye)			June 30, 2021	N/A
Cape Town (Claremont) – Level 4			June 30, 2018	June 30, 2022
Cape Town (Claremont) – Level 5			June 30, 2016	June 30, 2022
<b>Poland:</b>	9,738	133		
Gdynia			April 1, 2018	April 1, 2023
<b>China:</b>	31,127	272		
Guangzhou			April 30, 2017	N/A
Dalian (Building 22)			May 15, 2017	N/A
Beijing			February 28, 2017	N/A
<b>Australia:</b>	646	—		
Sydney			February 28, 2018	N/A

### Notes:

N/A means not applicable.

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## Table of Contents

- (1) Reflects the expiration date if the applicable extension options is exercised.
- (2) This is a SEZ plot in the ELCOT Navalpattu IT/ITES SEZ Park.
- (3) The lease agreement for the premises expired on February 14, 2016. We are currently in the process of renewing our lease arrangements with the landlord and we expect to enter into a new lease in the first quarter of fiscal 2017. In the interim, we are occupying the premises on the same terms as provided in the prior lease agreement.

Our delivery centers are equipped with fiber optic connectivity and have backups to their power supply designed to achieve uninterrupted operations. In fiscal 2017, we intend to establish additional delivery centers, as well as continue to streamline our operations by further consolidating production capacities in our delivery centers.

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[Table of Contents](#)

**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. See “Special Note Regarding Forward-Looking Statements.” 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 “Part I — Item 3 Key Information — D. Risk Factors.”

### Overview

We are a leading global provider of BPM services, offering comprehensive data, voice, analytical and business transformation services with a blended onshore, near shore and offshore delivery model. We transfer the business processes of our clients to our delivery centers, located in China, Costa Rica, India, the Philippines, Poland, Romania, South Africa, Sri Lanka, the UK and the US, with a view to offer cost savings, operational flexibility, improved quality and actionable insights to our clients. We seek to help our clients “transform” their businesses by identifying business and process optimization opportunities through technology-enabled solutions, process design improvements, analytics and improved business understanding.

We win outsourcing engagements from our clients based on our domain knowledge of their business, our experience in managing the specific processes they seek to outsource and our customer-centric approach. Our company is organized into vertical business units in order to provide more specialized focus on each of the industries that we target, to more effectively manage our sales and marketing process and to develop in-depth domain knowledge. The major industry verticals we currently target are the insurance; travel and leisure; diversified businesses including manufacturing, retail, consumer packaged goods, or CPG, media and entertainment, and telecom; utilities; consulting and professional services; banking and financial services; healthcare; and shipping and logistics industries.

Our portfolio of services includes vertical-specific processes that are tailored to address our clients’ specific business and industry practices. In addition, we offer a set of shared services that are common across multiple industries, including contact center, finance and accounting, research and analytics, technology services, legal services, and human resources outsourcing.

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 management 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 operating results may also differ significantly from quarter to quarter due to seasonal changes in the operations of our clients. For example, our clients in the travel and leisure industry typically experience seasonal changes in their operations in connection with the US summer holiday season, as well as episodic factors such as adverse weather conditions. Our focus, however, is on deepening our client relationships and maximizing shareholder value over the life of a client’s relationship with us.

The following table represents our revenue (a GAAP financial measure) for the periods indicated:

	Year ended March 31,		
	2016	2015	2014
Revenue	\$562.2	\$533.9	\$502.6

Our revenue is generated primarily from providing business process management services. We have two reportable segments for financial statement reporting purposes — WNS Global BPM and WNS Auto Claims BPM. In our WNS Auto Claims BPM segment, we provide both “fault” and “non-fault” repairs. For “fault” repairs, we provide claims handling and repair management services, where we arrange for automobile repairs through a network of third party repair centers. In our repair management services, where we act as the principal in our dealings with the third party repair centers and our clients, the amounts which we invoice to our clients for payments made by us to third party repair centers are reported as revenue. Where we are not the principal in providing the services, we record revenue from repair services net of repair cost. See Note 2.s of the consolidated financial statements included elsewhere in this annual report. Since we wholly subcontract the repairs to the repair centers, we evaluate the financial performance of our “fault” repair business based on revenue less repair payments to third party repair centers, which is a non-GAAP financial measure. We believe that revenue less repair payments (a non-GAAP financial measure) for “fault” repairs reflects more accurately the value addition of the business process management services that we directly provide to our clients. Management believes that revenue less repair payments (non-GAAP) may be useful to investors as a more accurate reflection of our performance and operational results.

## [Table of Contents](#)

For our “non-fault” repairs business, we generally provide a consolidated suite of accident management services including credit hire and credit repair, and we believe that measurement of such business on a basis that includes repair payments in revenue is appropriate. Revenue including repair payments is therefore used as a primary measure to allocate resources and measure operating performance for accident management services provided in our “non-fault” repairs business. Our “non-fault” repairs business where we provide accident management services accounts for a relatively small portion of our revenue for our WNS Auto Claims BPM segment. In our WNS Auto Claims BPM segment, effective July 1, 2015, WNS Legal Assistance LLP, a subsidiary of WNS UK, received an approval from Solicitors Regulatory Authority, UK to provide legal services in relation to personal injury claims.

Revenue less repair payments is a non-GAAP financial measure which is calculated as (a) revenue less (b) in our auto claims business, payments to repair centers for “fault” repair cases where we act as the principal in our dealings with the third party repair centers and our clients. This non-GAAP financial information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with GAAP. Our revenue less repair payments (non-GAAP) may not be comparable to similarly titled measures reported by other companies due to potential differences in the method of calculation.

The following table reconciles our revenue (a GAAP financial measure) to revenue less repair payments (a non-GAAP financial measure) for the periods indicated:

	Year ended March 31,		
	2016	2015	2014
	(US dollars in millions)		
Revenue	\$562.2	\$533.9	\$502.6
Less: Payments to repair centers <sup>(1)</sup>	31.2	30.9	31.1
Revenue less repair payments (non-GAAP)	\$531.0	\$503.0	\$471.5

### Note:

- (1) Consists of payments to repair centers in our auto claims business for “fault” repair cases where we act as the principal in our dealings with the third party repair centers and our clients.

The following table sets forth our constant currency revenue less repair payments (a non-GAAP financial measure) for the periods indicated. Constant currency revenue less repair payments is a non-GAAP financial measure. We present constant currency revenue less repair payments (non-GAAP) so that revenue less repair payments (non-GAAP) may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of business performance. Constant currency revenue less repair payments (non-GAAP) is presented by recalculating prior period’s revenue less repair payments (non-GAAP) denominated in currencies other than in US dollars using the foreign exchange rate used for the latest period, without taking into account the impact of hedging gains/losses. Our non-US dollar denominated revenue includes, but is not limited to, revenue denominated in pound sterling, Australian dollars, South African rand and euros. Management believes constant currency revenue less repair payments (non-GAAP) may be useful to investors in evaluating the underlying operating performance of our company. This non-GAAP financial information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with GAAP. Our constant currency revenue less repair payments (non-GAAP) may not be comparable to similarly titled measures reported by other companies due to potential differences in the method of calculation.

	Year ended March 31,		
	2016	2015	2014
	(US dollars in millions)		
Constant currency revenue less repair payments (non-GAAP)	\$524.6	\$472.5	\$449.9

## Global Economic Conditions

Global economic conditions continue to show signs of turbulence. Some key indicators of sustainable economic growth remain under pressure. Ongoing concerns over the low price of crude oil and other commodities across the globe and the related implications for potential global deflation, as well as concerns of slower economic growth in China, the European Union, or EU, Russia and India, and residual concerns about the sustainability of economic recovery in the US and its substantial debt burden, have contributed to market volatility and diminished expectations for the US, European and global economies. The economic slowdown in China, coupled with turbulence in its financial markets, has global implications through the possibility of contagion into other markets. In the US, there continue to be concerns over the failure to achieve a long term solution to the issues of government spending, the increasing US national debt, and their negative impact on the US economy as well as concerns over potential increases in cost of borrowing and reduction in availability of credit as the US Federal Reserve begins raising interest rates. Globally, countries may require additional financial support, sovereign credit ratings may continue to decline, and there may be defaults on sovereign debt obligations of certain countries. Any of these may increase the cost of borrowing and cause credit to become more limited. Further, there continue to be signs of economic weakness, such as relatively high levels of unemployment, in major markets including Europe. Continuing conflicts and instability in various regions around the world may lead to additional acts of terrorism, such as the recent attacks in Western Europe, Turkey, and the Middle East, and armed conflict around the world. The ongoing refugee crisis in Europe, North Africa and the Middle East may contribute to political and economic instability in those regions. A resurgence of isolationist and/or protectionist policies may curtail global economic growth.

These economic conditions may affect our business in a number of ways. The general level of economic activity, such as decreases in business and consumer spending, could result in a decrease in demand for our services, thus reducing our revenue. The cost and availability of credit has been and may continue to be adversely affected by illiquid credit markets and wider credit spreads. Continued turbulence or uncertainty in the European, US, Asian and international financial markets and economies may adversely affect our liquidity and financial condition, and the liquidity and financial condition of our customers. If these market conditions continue or worsen, they may limit our ability to access financing or increase our cost of financing to meet liquidity needs, and affect the ability of our customers to use credit to purchase our services or to make timely payments to us, resulting in adverse effects on our financial condition and results of operations.

Furthermore, a weakening of the rate of exchange for the pound sterling, the US dollar or, to a lesser extent, the Australian dollar or the South African rand (in which our revenue is principally denominated) against the Indian rupee, or to a lesser extent, the South African rand (in which a significant portion of our costs are denominated) would also adversely affect our results. Fluctuations between the pound sterling, the Indian rupee, the Australian dollar or the South African rand, on the one hand, and the US dollar, on the other hand, also expose us to translation risk when transactions denominated in these currencies are translated into US dollars, our reporting currency. The exchange rates between each of the pound sterling, the India rupee, the Australian dollar and South African rand, on the one hand, and the US dollar, on the other hand, have changed substantially in recent years and may fluctuate substantially in the future. For example, the pound sterling depreciated against the US dollar by an average of 6.4% in fiscal 2016, and appreciated by an average of 1.5% in fiscal 2015. On the other hand, in fiscal 2016 and 2015, the Indian rupee depreciated against the US dollar by an average of 7.1% and 1.2%, respectively, the Australian dollar depreciated against the US dollar by an average of 15.8% and 6.1%, respectively, and the South African rand depreciated against the US dollar by an average of 24.3% and 9.4%, respectively. The appreciation of the pound sterling in fiscal 2015, and the depreciation of the Indian rupee and the South African rand in fiscal 2016 and 2015, against the US dollar positively impacted our results of operations in those years, whereas the depreciation of the pound sterling in fiscal 2016 and the depreciation of the Australian dollar in fiscal 2016 and 2015 against the US dollar negatively impacted our results of operations in those years.

Uncertainty about current global economic conditions could also continue to increase the volatility of our share price. We cannot predict the timing or duration of an economic slowdown or the timing or strength of a subsequent economic recovery generally or in our targeted industries, including the travel and leisure and insurance industries. If macroeconomic conditions worsen or current global economic conditions continue for a prolonged period of time, we are not able to predict the impact that such worsening conditions will have on our targeted industries in general, and our results of operations specifically.

## Our History and Milestones

We began operations as an in-house unit of British Airways in 1996 and started focusing on providing business process management services to third parties 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 and Country Assistance Limited (which we subsequently rebranded as WNS Assistance and which is part of WNS Auto Claims BPM, our reportable segment for financial statement purposes), a UK-based automobile claims handling company, thereby extending our service portfolio beyond the travel and leisure industry to include insurance-based automobile claims processing.
- 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 leisure, banking and financial services and insurance 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 and Sri Lanka.
- In fiscal 2006, we acquired Trinity Partners Inc. (which we subsequently merged into our subsidiary, WNS North America Inc.), a provider of business process management services to financial institutions, focusing on mortgage banking.
- In fiscal 2007, we expanded our facilities in Gurgaon, Mumbai and Pune, India, and we also acquired the fare audit services business of PRG Airlines and the financial accounting business of GHS.
- 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, which we subsequently renamed as WNS Workflow Technologies Limited.
- In July 2007, we completed the transfer of our delivery center in Sri Lanka to Aviva Global.
- In January 2008, we launched a 133-seat facility in Bucharest, Romania. Also, in March 2008, we entered into a joint venture with ACS, a provider in BPM services and customer care in the Philippines, to form WNS Philippines Inc.
- In April 2008, we opened a facility in Manila, the Philippines, and we also acquired Chang Limited, an auto insurance claims processing services provider in the UK, through its wholly-owned subsidiary, AHA (formerly known as Call 24-7).
- In June 2008, we acquired BizAps, a provider of SAP® solutions to optimize the enterprise resource planning functionality for our finance and accounting processes.
- In July 2008, we acquired from Aviva all the shares of Aviva Global, which we renamed to WNS Global Singapore, and resumed ownership of the delivery center in Sri Lanka that was transferred to Aviva Global in July 2007, as mentioned above. In connection with our acquisition of Aviva Global, we also entered into the 2008 Aviva master services agreement (as varied by the variation agreement entered into in March 2009) with Aviva MS, pursuant to which we provided BPM services to Aviva's UK business and Aviva's Irish subsidiary, Hibernian Aviva Direct Limited, and certain of its affiliates. We replaced this 2008 Aviva master services agreement with the Aviva master services agreement in September 2014.
- In November 2009, we opened a facility in San Jose, Costa Rica.
- In January 2010, we moved from our existing facility to a new and expanded facility in Manila, the Philippines.
- In October 2010, we moved from our existing facility in Marple to Manchester, UK and expanded our facility in Manila, the Philippines.
- In November 2010, we expanded our sales office in London, UK.
- In March 2011, we expanded our facility in Bucharest, Romania.
- In November 2011, we acquired ACS's shareholding in WNS Philippines Inc., which became our wholly-owned subsidiary.
- In fiscal 2012, we expanded our facilities in Mumbai, Pune, Gurgaon, Chennai, India, the Philippines, Costa Rica and Romania.

## [Table of Contents](#)

- In February 2012, we completed a follow-on public offering of ADSs and raised approximately \$50.0 million to fund our growth initiatives and enhance delivery capability.
- In June 2012, we acquired Fusion, a provider of a range of management services, including contact center, customer care and business continuity services, to both South African and international clients, which we subsequently renamed as WNS Global Services SA (Pty) Ltd. We also opened a facility in Vizag, India
- In December 2012, we opened a facility in Gydnia, Poland.
- In fiscal 2014, we added new facilities in Guangzhou, China; Colombo, Sri Lanka; and Mumbai, India.
- In fiscal 2015, we added new facilities in Dalian, China; Cape Town, South Africa; and Pennsylvania, United States.
- In fiscal 2016, we added new facilities in Durban and Port Elizabeth, South Africa; and Ilo Ilo, the Philippines. We also agreed to acquire Value Edge Research Services Pvt Ltd, or Value Edge, a commercial research and analytics in the pharma / biopharma industry, for a cash consideration of \$17.5 million. The acquisition is subject to regulatory approvals and other customary closing conditions, and expected to close in the first quarter of fiscal 2017.



## [Table of Contents](#)

As a result of these acquisitions and other corporate developments, our financial results in prior years may not be directly comparable.

### Revenue

We generate revenue by providing business process management services to our clients. The following table shows our revenue (a GAAP financial measure) and revenue less repair payments (a non-GAAP financial measure) for the periods indicated:

	Year ended March 31,		Change	
	2016	2015	\$	%
	(US dollars in millions)			
Revenue	\$ 562.2	\$ 533.9	28.3	5.3%
Revenue less repair payments (non-GAAP)	\$ 531.0	\$ 503.0	28.0	5.6%

We have a large client base diversified across industries and geographies. Our client base grew from 251 clients as at March 31, 2011 to 302 clients as at March 31, 2016.

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

### Revenue by Top Clients

For fiscal 2016, 2015 and 2014, the percentage of revenue and revenue less repair payments (non-GAAP) that we derived from our largest clients were in the proportions set forth in the following table:

	Revenue			Revenue less repair payments (non-GAAP)		
	Year ended March 31,			Year ended March 31,		
	2016	2015	2014	2016	2015	2014
Top client	10.9%	13.4%	15.2%	11.6%	14.2%	16.2%
Top five clients	30.7%	33.0%	36.9%	32.5%	35.0%	39.4%
Top ten clients	43.0%	44.5%	48.5%	45.5%	47.2%	51.7%
Top twenty clients	57.3%	60.1%	63.3%	60.7%	63.5%	66.7%

In fiscal 2016, our three largest clients individually accounted for 10.9%, 7.8% and 5.2%, respectively, of our revenue as compared to 13.4%, 8.5% and 5.5%, respectively, in fiscal 2015 and 15.2%, 7.7% and 6.1%, respectively, in fiscal 2014.

One of our top five clients by revenue contribution in fiscal 2014, an OTA, provided us with a lower volume of business in fiscal 2015 as the OTA entered into a strategic marketing agreement with another OTA in August 2013 pursuant to which it over a period of time, from the fourth quarter of fiscal 2014 to the first quarter of fiscal 2016, moved its customer care and sales processes that were previously managed by us to a technology platform managed by the other OTA. As a result, we lost most of our business from that OTA and since June 2015, we ceased to provide services to that OTA. That OTA accounted for 2.5%, 6.1% and 7.3% of our revenue and 2.6%, 6.5% and 7.7% of our revenue less repair payments (non-GAAP) in fiscal 2015, 2014 and 2013, respectively. The other OTA uses several BPM vendors to manage such processes on their technology platform. We are approved as one of the other OTA's providers of BPM services. We have managed to compete with incumbent BPM vendors for the other OTA's business and the other OTA has become one of our large clients.

Further, we have entered into the Aviva master services agreement with an existing major client, Aviva MS, effective April 1, 2014. The Aviva master services agreement replaced our prior master services agreement, the 2008 Aviva master services agreement, with the client that was due to expire in November 2016. See "– Our Contracts – Revenue by Contract Type." The revised pricing arrangements under the new agreement resulted in lower revenue from the client in fiscal 2016 and 2015, as compared to fiscal 2014. Aviva MS accounted for 10.9%, 13.4% and 15.2% of our revenue and 11.6%, 14.2% and 16.2% of our revenue less repair payments (non-GAAP) in fiscal 2016, 2015 and 2014, respectively.

## [Table of Contents](#)

### **Revenue by Industry**

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

We organize our company into the following industry-focused business units to provide more specialized focus on each of these industries: insurance; travel and leisure; diversified businesses including manufacturing, retail, CPG, media and entertainment, and telecom; utilities; consulting and professional services; banking and financial services; healthcare; and shipping and logistics industries.

For fiscal 2016, 2015 and 2014, our revenue and revenue less repair payments (non-GAAP) were diversified across our industry-focused business units in the proportions set forth in the following table:

Business Unit	As a percentage of revenue			As a percentage of revenue less repair payments (non-GAAP)		
	Year ended March 31,			Year ended March 31,		
	2016	2015	2014	2016	2015	2014
Insurance	32.3%	35.8%	36.7%	28.5%	31.7%	32.6%
Travel and leisure	19.6%	18.7%	19.5%	20.7%	19.8%	20.8%
Diversified businesses including manufacturing, retail, CPG, media and entertainment, and telecom	15.4%	14.0%	14.4%	16.3%	14.9%	15.3%
Utilities	10.2%	9.5%	7.8%	10.8%	10.1%	8.3%
Consulting and professional services <sup>(1)</sup>	7.9%	7.6%	7.1%	8.3%	8.2%	7.5%
Banking and financial services	5.5%	5.8%	6.5%	5.8%	6.1%	7.0%
Healthcare	5.2%	5.2%	5.1%	5.5%	5.6%	5.4%
Shipping and logistics	3.9%	3.4%	2.9%	4.1%	3.6%	3.1%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

#### **Note:**

- (1) We merged our public sector business unit with our consulting and professional services business unit with effect from April 1, 2015 and revenue from the public sector business unit for fiscal 2015 and 2014 has been included in the revenue and revenue less repair payments (non-GAAP) from the consulting and professional business unit for comparability.

Certain services that we provide to our clients are subject to the seasonality of our clients’ business. Accordingly, we see an increase in transaction related services within the travel and leisure industry during holiday seasons, such as during the US summer holidays (our fiscal second quarter); an increase in business in the insurance industry during the beginning and end of the fiscal year (our fiscal first and last quarters) and during the US peak winter season (our fiscal third quarter); and an increase in business in the consumer product industry during the US festive season towards the end of the calendar year when new product launches and campaigns typically happen (our fiscal third quarter).

### **Revenue by Service Type**

For fiscal 2016, 2015 and 2014, our revenue and revenue less repair payments (non-GAAP) were diversified across service types in the proportions set forth in the following table:

Service Type	As a percentage of revenue			As a percentage of revenue less repair payments (non-GAAP)		
	Year ended March 31,			Year ended March 31,		
	2016	2015	2014	2016	2015	2014
Industry-specific	30.2%	31.0%	31.2%	31.9%	33.0%	33.3%
Contact center	26.9%	22.5%	23.6%	28.5%	23.9%	25.2%
Finance and accounting	18.4%	20.0%	18.6%	19.5%	21.2%	19.8%
Research and analytics	12.4%	12.5%	11.4%	13.1%	13.2%	12.1%
Auto claims	9.5%	11.4%	12.5%	4.2%	6.0%	6.8%
Others <sup>(1)</sup>	2.6%	2.6%	2.7%	2.8%	2.7%	2.8%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

#### **Note:**

- (1) Others includes revenue from technology services, legal services, and human resource outsourcing services.

## [Table of Contents](#)

### **Revenue by Geography**

For fiscal 2016, 2015 and 2014, our revenue and revenue less repair payments (non-GAAP) were derived from the following geographies (based on the location of our clients) in the proportions set forth below in the following table:

Geography	As a percentage of revenue			As a percentage of revenue less repair payments (non-GAAP)		
	Year ended March 31,			Year ended March 31,		
	2016	2015	2014	2016	2015	2014
UK	47.1%	52.8%	52.7%	44.0%	49.9%	49.6%
North America (primarily the US)	27.6%	25.9%	27.3%	29.3%	27.5%	29.1%
Europe (excluding the UK)	6.2%	5.4%	5.4%	6.5%	5.7%	5.7%
Australia	7.2%	6.4%	3.7%	7.6%	6.8%	3.9%
South Africa	5.4%	3.3%	4.1%	5.7%	3.5%	4.3%
Rest of world	6.5%	6.2%	6.8%	6.9%	6.6%	7.4%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Our business in South Africa is evaluated for compliance with the South African government's BBBEE legislation against a BBBEE scorecard based on various criteria. South African government grants are available to certain businesses that meet specified conditions, including achieving a specified minimum BBBEE rating. Additionally, many South African companies require their service providers to maintain a minimum BBBEE rating, and many of our South African client contracts contain clauses that allow our clients to terminate their contracts with us or impose specified penalties on us if we do not maintain a minimum BBBEE rating. Under the BBBEE criteria that were in effect prior to March 2016, we have achieved the required rating. Our current compliance rating is effective until March 2017.

New BBBEE criteria will be effective for us from March 2017, according to which an entity will receive a new compliance rating. Under these new criteria, our rating based on our current structure and practices will drop and we will be required contractually to achieve a minimum rating. We have developed a plan to achieve or improve upon our current rating by the next BBBEE verification audit for fiscal 2018. This plan includes, among other measures, divesting some of our interests in our South Africa subsidiary to address the criterion relating to the percentage of ownership of an entity by "black people" (as defined under the applicable legislation). Following such divestment, our share of the profits from our South Africa subsidiary will be proportionately reduced. However, there is no assurance that we will successfully maintain our existing BBBEE rating under the new criteria by February 2017, or at all. If we fail to achieve the required BBBEE rating, we will cease to be eligible for government grants, will be disqualified from bidding for certain business, and our clients may terminate their contracts with us or impose penalties on us. These outcomes would have an adverse effect on our business, results of operations, financial condition and cash flows.

### **Revenue by Location of Delivery Centers**

For fiscal 2016, 2015 and 2014, our revenue and revenue less repair payments (non-GAAP) were derived from the following geographies (based on the location of our delivery centers) in the proportions set forth in the following table:

Location of Delivery Center	As a percentage of revenue			As a percentage of revenue less repair payments (non-GAAP)		
	Year ended March 31,			Year ended March 31,		
	2016	2015	2014	2016	2015	2014
India	61.4%	64.2%	65.1%	65.1%	68.4%	69.4%
South Africa	10.6%	7.8%	7.6%	11.2%	8.3%	8.1%
UK	10.2%	12.0%	12.8%	4.9%	6.6%	7.1%
Philippines	8.2%	6.6%	5.7%	8.7%	7.0%	6.1%
Sri Lanka	2.8%	3.0%	2.5%	2.9%	3.1%	2.7%
Romania	2.1%	2.5%	2.4%	2.2%	2.7%	2.6%
United States	2.2%	1.3%	1.5%	2.3%	1.3%	1.6%
China(1)	1.0%	1.1%	0.9%	1.1%	1.1%	0.9%
Costa Rica	0.8%	0.7%	0.8%	0.8%	0.7%	0.8%
Poland	0.7%	0.8%	0.7%	0.8%	0.8%	0.7%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

**Note:**

- (1) For fiscal 2016, this includes revenue from our new China facility which became operational in October 2014, as well as our first China facility. For fiscal 2015, this includes revenue from our new China facility which became operational in October 2014, as well as our first China facility and through our former subcontractor's delivery center in China. For fiscal 2014, this includes revenue from services provided through our former subcontractor's delivery center in China, and revenue from our first China facility which became operational in May 2013.

We expect our revenue from our South Africa delivery centers to be negatively impacted by changes to the BBBEE program discussed above that came into effect in March 2016.

## ***Our Contracts***

We provide our services under contracts with our clients, which typically range from three to 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 short notice periods. 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 BPM segment, we charge for our services based on the following pricing models:

- 1) per full-time equivalent arrangements, which typically involve billings based on the number of full-time employees (or equivalent) deployed on the execution of the business process managed;
- 2) per transaction arrangements, which 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);
- 3) fixed-price arrangements, which typically involve billings based on achievements of pre-defined deliverables or milestones;
- 4) outcome-based arrangements, which typically involve billings based on the business result achieved by our clients through our service efforts (such as measured based on a reduction in days sales outstanding, an improvement in working capital, an increase in collections or a reduction in operating expenses); or
- 5) other pricing arrangements, including cost-plus arrangements, which typically involve billing the contractually agreed direct and indirect costs and a fee based on the number of employees deployed under the arrangement.

Apart from the above-mentioned pricing methods, a small portion of our revenue is comprised of reimbursements of out-of-pocket expenses incurred by us in providing services to our clients.

Outcome-based arrangements are examples of non-linear pricing models where revenues from platforms and solutions and the services we provide are linked to usage or savings by clients rather than the efforts deployed to provide these services. We intend to focus on increasing our service offerings that are based on non-linear pricing models that allow us to price our services based on the value we deliver to our clients rather than the headcount deployed to deliver the services to them. We believe that non-linear pricing models help us to grow our revenue without increasing our headcount. Accordingly, we expect increased use of non-linear pricing models to result in higher revenue per employee and improved margins. Non-linear revenues may be subject to short term pressure on margins, however, as initiatives in developing the products and services take time to deliver. Moreover, in outcome-based arrangements, we bear the risk of failure to achieve clients' business objectives in connection with these projects. For more information, see "Part I — Item 3. Key Information — D. Risk Factors — If our pricing structures do not accurately anticipate the cost and complexity of performing our work, our profitability may be negatively affected."

In our WNS Auto Claims BPM segment, we earn revenue from claims handling and repair management services. For claims handling, we charge on a per claim basis or a fixed fee per vehicle over a contract period. For automobile repair 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. We also provide a consolidated suite of services towards accident management including credit hire and credit repair for "non-fault" repairs business. Effective July 1, 2015, WNS Legal Assistance LLP, a subsidiary of WNS UK, commenced providing legal services in relation to personal injury claims.

## [Table of Contents](#)

### *Revenue by Contract Type*

For fiscal 2016, 2015 and 2014, our revenue and revenue less repair payments (non-GAAP) were diversified by contract type in the proportions set forth in the following table:

	As a percentage of revenue			As a percentage of revenue less repair payments (non-GAAP)		
	Year ended March 31,			Year ended March 31,		
	2016	2015	2014	2016	2015	2014
Full-time-equivalent	73.0%	69.7%	63.5%	77.3%	74.0%	67.6%
Transaction	19.7%	22.4%	27.6%	15.0%	17.6%	22.9%
Fixed price	2.6%	3.4%	4.6%	2.8%	3.6%	4.9%
Outcome-based	0.7%	1.1%	0.9%	0.7%	1.2%	1.0%
Others	4.0%	3.4%	3.4%	4.2%	3.6%	3.6%
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>

We have continued our ten-year relationship with Aviva MS by entering into the Aviva master services agreement with Aviva MS, in September 2014, for a term of eight years, effective April 1, 2014 and expiring on March 31, 2022. The Aviva master services agreement replaced our 2008 Aviva master services agreement with the client that was due to expire in November 2016. The agreement continues to provide us with the exclusive right to provide the client with the services we currently provide, and in the same geographic regions, subject to the rights and obligations of the Aviva group under their existing contracts with other providers of similar services. Aviva MS has agreed, and further agreed to procure other members of the Aviva group, not to renew or extend such existing contracts unless they are contractually bound to do so. We are also regarded as a preferred supplier with respect to any new services or any new geographic regions in which the client seeks BPM services, subject to our meeting certain conditions of the client's supplier tender process.

Our clients customarily provide one to three month rolling forecasts of their service requirements. Our contracts with our clients do not generally provide for a committed minimum volume of business or committed amounts of revenue, with the exception of the Aviva master services agreement. The Aviva master services agreement requires Aviva MS to provide us with a minimum volume of business until October 31, 2016 (the last complete month prior to the expiration of the 2008 Aviva master services agreement). The minimum volume commitment is calculated as 3,000 billable full time employees, where one billable full time employee is the equivalent of a production employee engaged by us to perform our obligations under the contract for one working day at least nine hours for 250 days a year. The revised contract is priced on a full-time equivalent, or FTE, pricing model for certain types of outsourced processes and a non-FTE based pricing model for other types of outsourced processes. In the event the mean average monthly volume of business in any rolling three-month period does not reach the minimum volume commitment, Aviva MS has agreed to pay us a minimum commitment fee as liquidated damages. Notwithstanding the minimum volume commitment, there are termination at will provisions which permit Aviva MS to terminate the Aviva master services agreement without cause, with six months' notice upon payment of a termination fee. The annual minimum volume commitment under this contract was not met, due to decreased volumes on the client's end, in fiscal 2016 and 2015, and Aviva MS paid us the minimum commitment fee for fiscal 2016 and 2015.

The new pricing arrangements under the Aviva master services agreement provide for productivity-related discounts associated with FTE and non-FTE models. Some of these discounts are mandatorily applied through the term of the contract. Pricing also varies based on degree of complexity of the outsourced processes. The new pricing arrangements under the Aviva master services agreement resulted in lower revenue for fiscal 2016 as compared to fiscal 2015 and 2014. Aviva MS accounted for 10.9%, 13.4% and 15.2% of our revenue and 11.6%, 14.2% and 16.2% of our revenue less repair payments (non-GAAP) in fiscal 2016, 2015 and 2014, respectively.

Under the terms of an agreement with a former client (who was one of our top five clients by revenue contribution in fiscal 2014) negotiated in December 2009, we were the exclusive provider of certain key services from delivery locations outside of the US, including customer service and ticketing support for the client. This agreement became effective on April 1, 2010 and was due to expire in December 2015. Under our earlier agreement with this client, we were entitled to charge premium pricing because we had absorbed the initial transition cost in 2004. That premium pricing is no longer available in this subsequent agreement with this client. The early termination of the prior agreement entitled us to a payment by the client of a termination fee of \$5.4 million which was received on April 1, 2010. As the termination fee was related to a renewal of our agreement with the client, we have determined that the recognition of the termination fee as revenue was to be deferred over the term of this subsequent agreement (i.e., over the period from April 1, 2010 to December 31, 2015). Since June 2015, we ceased to provide services under this agreement to this client. Accordingly, in June 2015 we recognized in full the termination fee for the remaining six months of the term of this agreement.

## Expenses

The majority of our expenses consist of cost of revenue and operating expenses. The key components of our cost of revenue are employee costs, facilities costs, payments to repair centers, depreciation, travel expenses, and legal and professional costs. Our operating expenses include selling and marketing expenses, general and administrative expenses, foreign exchange gains and losses and amortization of intangible assets. Our non-operating expenses include finance expenses as well as other expenses recorded under “other income, net.”

### *Cost of Revenue*

Employee costs represent the largest component of cost of revenue. In addition to employee salaries, employee costs include costs related to recruitment, training and retention, and share-based compensation expense. 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 “Part I — Item 4. Information on the Company — B. Business Overview — Human Capital.” Regulatory developments may still result in wage increases in India and increase our cost of revenue. For example, in December 2015, the Government of India amended the India Payment of Bonus Act, which mandated increased employee bonus amounts for certain wage categories, effective retroactively from April 1, 2014. We expect our employee costs to increase as we expect to increase our headcount to service additional business, as a result of this amendment to the India Payment of Bonus Act, and as wages continue to increase globally. See “Part I — Item. 3. Key Information. — D. Risk Factors — Risks Related to Our Business — Wage increases 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 WNS Auto Claims BPM segment includes repair management services, where we arrange for automobile repairs through a network of third party repair centers. This cost is primarily driven by the volume of accidents and the amount of the repair costs related to such accidents. It also includes incremental and direct costs incurred to contract with claimants by WNS Legal Assistance LLP.

Our facilities costs comprise lease rentals, utilities cost, 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 client’s 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.

### *Selling and Marketing Expenses*

Our selling and marketing expenses comprise primarily employee costs for sales and marketing personnel, travel expenses, legal and professional fees, share-based compensation expense, brand building expenses and other general expenses relating to selling and marketing.

Selling and marketing expenses as a proportion of revenue were 5.5% in fiscal 2016 as compared to 5.8% and 7.0% for fiscal 2015 and 2014, respectively. Selling and marketing expenses as a proportion of revenue less repair payments (non-GAAP) were 5.8% in fiscal 2016 as compared with 6.2% and 7.5% for fiscal 2015 and 2014, respectively. We expect our selling and marketing expenses to increase in fiscal 2017 but at a lower rate than the increase in our revenue less repair payments (non-GAAP).

We expect the employee costs associated with sales and marketing and related travel costs to increase in fiscal 2017. See “Part I — 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.

## [Table of Contents](#)

### *General and Administrative Expenses*

Our general and administrative expenses comprise primarily employee costs for senior management and other support personnel, travel expenses, legal and professional fees, share-based compensation expense and other general expenses not related to cost of revenue and selling and marketing.

General and administrative expenses as a proportion of revenue were 14.0% in fiscal 2016 as compared with 13.1% and 11.0% for fiscal 2015 and 2014, respectively. General and administrative expenses as a proportion of revenue less repair payments (non-GAAP) were 14.8% in fiscal 2016 as compared with 13.9% and 11.7% for fiscal 2015 and 2014, respectively. We expect general and administrative expenses to increase in fiscal 2017 but at a lower rate than the increase in our revenue less repair payments (non-GAAP).

We also expect our corporate employee costs for general and administrative and other support personnel to increase in fiscal 2017 but at a lower rate than the increase in our revenue less repair payments (non-GAAP).

### *Foreign Exchange Loss / (Gain), Net*

Foreign exchange gains or losses, net include:

- marked to market gains or losses on derivative instruments that do not qualify for “hedge” accounting and are deemed ineffective;
- realized foreign currency exchange gains or losses on settlement of transactions in foreign currency and derivative instruments; and
- unrealized foreign currency exchange gains or losses on revaluation of other assets and liabilities.

We had a foreign exchange gain of \$11.0 million in fiscal 2016 as compared to \$4.5 million in fiscal 2015 and a foreign exchange loss of \$11.2 million in fiscal 2014. We expect our foreign exchange gains to be lower in fiscal 2017 as compared to fiscal 2016, based on our current hedge positions and exchange rates.

### *Amortization of Intangible Assets*

Amortization of intangible assets is primarily associated with our acquisitions of Aviva Global in July 2008, Fusion in June 2012, and the acquisition of a customer contract and the related workforce, from Telkom SA SOC LIMITED, or Telkom, in May 2015.

### *Other Income, Net*

Other income, net comprises interest income, income from investments and other miscellaneous expenses.

### *Finance Expense*

Finance expense primarily relates to interest charges payable on our term loan and short-term borrowings. We expect a significant decrease in our finance expense in fiscal 2017 as we have repaid all our borrowings in fiscal 2016.



## [Table of Contents](#)

### **Operating Data**

Our profit margin 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 seats. Generally, an improvement in seat utilization rate will improve our profitability unless there are other factors which increase our costs such as an increase in lease rentals, large ramp-ups to build new seats, and increases in costs related to repairs and renovations to our existing or used seats. In addition, an increase in seat utilization rate as a result of an increase in the volume of work will generally result in a lower cost per seat and a higher profit margin as the total fixed costs of our built up seats remain the same while each seat is generating more revenue.

The following table presents certain operating data as at the dates indicated:

	As at March 31,		
	2016	2015	2014
Total headcount	32,388	28,890	27,020
Built up seats <sup>(1)</sup>	26,407	24,131	23,318
Used seats <sup>(1)</sup>	20,063	17,451	16,240
Seat utilization rate <sup>(2)</sup>	1.21	1.18	1.16

### **Notes:**

- (1) Built up seats refer to the total number of production seats (excluding support functions like Finance, Human Resource, Administration and seats dedicated for business continuity planning) that are set up in any premises. Used seats refer to the number of built up seats that are being used by employees. The remainder would be termed "vacant seats." The vacant seats would get converted into used seats when we increase headcount. Previously, our reported built up seats included seats dedicated for business continuity planning. Commencing this fiscal year, we have decided to report our built up seats and compute our seat utilization rate excluding seats dedicated for business continuity planning to better reflect our business operations. The built up seats and seat utilization rate presented for prior years in the table above have been re-computed to exclude seats dedicated for business continuity planning.
- (2) The seat utilization rate is calculated by dividing the average total headcount by the average number of built up seats to show the rate at which we are able to utilize our built up seats. Average total headcount and average number of built up seats are calculated by dividing the aggregate of the total headcount or number of built up seats, as the case may be, as at the beginning and end of the fiscal year by two.

We expect our total headcount in fiscal 2017 to increase as compared to fiscal 2016 as the impact of an increased flow of business from new and existing clients is expected to increase our hiring requirements in fiscal 2017.

### **Foreign Exchange**

#### **Exchange Rates**

We report our financial results in US dollars and our results of operations would be adversely affected if the pound sterling or, to a lesser extent, the Australian dollar depreciates against the US dollar, or if the Indian rupee or, to a lesser extent, the South African rand or the Philippines peso appreciates against the US dollar. Although a substantial portion of our revenue and revenue less repair payments (non-GAAP) is denominated in pound sterling (46.9% and 43.8%, respectively, in fiscal 2016, 51.5% and 48.5%, respectively, in fiscal 2015, and 52.3% and 49.2%, respectively, in fiscal 2014), US dollars (34.8% and 36.9%, respectively, in fiscal 2016, 32.7% and 34.7%, respectively, in fiscal 2015, and 32.5% and 34.7%, respectively, in fiscal 2014), Australian dollars (6.9% and 7.3%, respectively, in fiscal 2016, 6.4% and 6.8%, respectively, in fiscal 2015, and 5.6% and 6.0%, respectively, in fiscal 2014), and South African rand (5.2% and 5.6%, respectively, in fiscal 2016, 3.2% and 3.4%, respectively, in fiscal 2015, and 4.1% and 4.0%, respectively, in fiscal 2014), most of our expenses (net of payments to repair centers) are incurred and paid in Indian rupees (54.2% in fiscal 2016, 55.5% in fiscal 2015, and 56.1% in fiscal 2014) and, to a lesser extent, in South African rand (11.0% in fiscal 2016, 8.3% in fiscal 2015, and 8.4% in fiscal 2014) and Philippines pesos (8.0% in fiscal 2016, 7.0% in fiscal 2015 and 6.3% in fiscal 2014). The exchange rates between these currencies and the US dollar have changed substantially in recent years and may fluctuate substantially in the future.

## [Table of Contents](#)

The average Indian rupee to US dollar exchange rate was approximately ₹ 65.43 per \$1.00 in fiscal 2016, which represented a depreciation of the Indian rupee of 7.1% as compared with the average exchange rate of approximately ₹ 61.12 per \$1.00 in fiscal 2015, which in turn represented a depreciation of the Indian rupee of 1.2% as compared with the average exchange rate of approximately ₹ 60.38 per \$1.00 in fiscal 2014. The average pound sterling to US dollar exchange rate was approximately £0.662 per \$1.00 in fiscal 2016, which represented a depreciation of the pound sterling of 6.4% as compared with the average exchange rate of approximately £0.620 per \$1.00 in fiscal 2015, which in turn represented an appreciation of the pound sterling of 1.5% as compared with the average exchange rate of approximately £0.629 per \$1.00 in fiscal 2014. The average Australian dollar to US dollar exchange rate was approximately A\$1.36 per \$1.00 in fiscal 2016, which represented a depreciation of the Australian dollar of 15.8% as compared with the average exchange rate of approximately A\$1.14 per \$1.00 in fiscal 2015, which in turn represented a depreciation of the Australian dollar of 6.1% as compared with the average exchange rate of approximately A\$1.07 per \$1.00 in fiscal 2014. The average South African rand to US dollar exchange rate was approximately R13.75 per \$1.00 in fiscal 2016, which represented a depreciation of the South African rand of 24.3% as compared with the average exchange rate of approximately R11.07 per \$1.00 in fiscal 2015, which in turn represented a depreciation of the South African rand of 9.4% as compared with the average exchange rate of approximately R10.1 per \$1.00 in fiscal 2014.

The depreciation of the Indian rupee against the US dollar by 7.1% in fiscal 2016 as compared to the average exchange rate in fiscal 2015 and by 1.2% as compared to the average exchange rate in fiscal 2014, had a positive impact on our expenses in fiscal 2016 and 2015, respectively. As a result, increases in our cost of revenue, and to a lesser extent, our general and administrative expenses were partially offset by the impact of the depreciation of Indian rupee in fiscal 2016 and 2015. The appreciation of the pound sterling in fiscal 2015 and the depreciation of the South African rand in fiscal 2016 and 2015 against the US dollar also positively impacted our results of operations in those years. On the other hand, the depreciation of the pound sterling in fiscal 2016 and the depreciation of the Australian dollar in fiscal 2016 and 2015 against the US dollar negatively impacted our results of operations in these years. See “Part I — Item 11. Quantitative and Qualitative Disclosures About Market Risk — B. Risk Management Procedures — Components of Market Risk — Exchange Rate Risk.”

We have subsidiaries in several countries and hence, the functional currencies of these entities differ from our reporting currency, the US dollar. The financial statements of these entities are translated to the reporting currency as at the balance sheet date. Adjustments resulting from the translation of these financial statements from functional currency to reporting currency are accumulated and reported as other comprehensive income (loss), which is a separate component of equity. Foreign currency transaction gains and losses are recorded as other income or expense.

### **Currency Regulation**

Our Indian subsidiaries are registered as exporters of business process management services with STPI or SEZ. According to the prevailing foreign exchange regulations in India, an exporter of business process management services registered with STPI or SEZ 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. 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 such a registered exporter 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 subsidiaries in Mauritius, the Netherlands, the UK and the US enter into contractual agreements directly with our clients for the provision of business process management services by our Indian subsidiaries, which hold the foreign currency receipts 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.

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 Australia, China, Costa Rica, France, India, Mauritius, the Netherlands, the Philippines, Poland, Romania, Singapore, South Africa, Sri Lanka, United Arab Emirates, the UK and the US. As a result, our effective tax rate changes 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 pre-tax book income and the implementation of various global tax strategies, as well as non-recurring events.

In fiscal 2016, 2015 and 2014, our tax rate in India, the Philippines and Sri Lanka impacted our effective tax rate. We would have incurred approximately \$5.0 million, \$3.0 million and \$1.7 million in additional income tax expense on our combined operations in our SEZ operations in India, the Philippines and Sri Lanka for fiscal 2016, 2015 and 2014, respectively, if the tax holidays and exemptions as described below had not been available for the respective periods.

We expect our tax rate in India, the Philippines and Sri Lanka to continue to impact our effective tax rate. Our tax rate in India has been impacted by the reduction in the tax exemption enjoyed by our delivery center located in Gurgaon under the SEZ scheme from 100.0% to 50.0% starting from fiscal 2013. However, we expect to expand the operations in our delivery centers located in other SEZs that are still in their initial five years of operations and therefore eligible for 100.0% income tax exemption.

### **India**

In the past, the majority of our Indian operations were eligible to claim income tax exemption with respect to profits earned from export revenue from operating units registered under the STPI. The benefit was available for a period of 10 years from the date of commencement of operations, but not beyond March 31, 2011. Effective April 1, 2011, upon the expiration of this tax exemption, income derived from our operations in India became subject to the prevailing annual tax rate, which is currently 34.61%, and was 33.99% in fiscal 2015 and 2014.

In 2005, the Government of India implemented the SEZ legislation, with the effect that taxable income of new operations established in designated 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 ten years, subject to the satisfaction of certain capital investment conditions. Our delivery center located in Gurgaon, India and registered under the SEZ scheme is eligible for a 50.0% income tax exemption from fiscal 2013 to fiscal 2022. During fiscal 2012, we also started operations in delivery centers in Pune, Mumbai and Chennai, India registered under the SEZ scheme, through which we were eligible for a 100.0% income tax exemption until fiscal 2016 and will be eligible for a 50.0% income tax exemption from fiscal 2017 to fiscal 2026. During fiscal 2015, we commenced operations at our new delivery centers in Gurgaon and Pune in India which were registered under the SEZ scheme and are eligible for a 100.0% income tax exemption until fiscal 2019, and a 50.0% income tax exemption from fiscal 2020 to fiscal 2029.

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 result of such political pressures, the procedure for obtaining benefits under 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 additional operations in the SEZs.

## [Table of Contents](#)

In addition to these tax holidays, our Indian subsidiaries are also entitled to certain benefits under relevant state legislation and regulations. These benefits include the preferential allotment of land in industrial areas developed by 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.

Since fiscal 2008, we have become subject to minimum alternate tax, or MAT, and we have been required to pay additional taxes. The Government of India, pursuant to the Indian Finance Act, 2011, has also levied MAT on the book profits earned by the SEZ units at the prevailing tax rate, which is currently 21.34%, and was 20.96% in fiscal 2015 and 2014. To the extent MAT paid exceeds the actual tax payable on our taxable income, we would be able to offset such MAT credits from tax payable in the succeeding ten years, subject to the satisfaction of certain conditions. During fiscal 2016, 2015 and 2014, we have offset \$9.2 million, \$6.4 million and \$5.7 million, respectively, of our MAT payments for earlier years from our increased tax liability based on our taxable income following the expiry of our tax holiday on STPI effective fiscal 2012.

The Government of India may enact new tax legislation that could impact the way we are taxed in the future. For example, the Government of India has clarified that, with retrospective effect from April 1, 1962, any income accruing or arising directly or indirectly through the transfer of capital assets situated in India will be taxable in India. If any of our transactions are deemed to involve the direct or indirect transfer of a capital asset located in India, such transactions could be investigated by the Indian tax authorities, which could lead to the issuance of tax assessment orders and a material increase in our tax liability. For example, we received requests for information from, and are in discussions with, the relevant income tax authority in India relating to our acquisition in July 2008 from Aviva of all the shares of Aviva Global, which owned subsidiaries with assets in India and Sri Lanka. The Government of India has issued guidelines on General Anti Avoidance Rule, or the GAAR, which is currently expected to be effective April 1, 2017, and which is intended to curb sophisticated tax avoidance. Under the GAAR, a business arrangement will be deemed an “impermissible avoidance arrangement” if the main purpose of the arrangement is to obtain tax benefits. Although the full implications of the GAAR are presently still unclear, if we are deemed to have violated any of its provisions, we may face an increase to our tax liability. See “Part I — Item 3. Key Information — D. Risk Factors — Risks Related to our Business — New tax legislation and the results of actions by taxing authorities may have an adverse effect on our operations and our overall tax rate.

### ***Philippines***

Our subsidiary in the Philippines, WNS Global Services Philippines, Inc. located in Eastwood Avenue, Manila, was eligible to claim income tax exemption with respect to profits earned from export revenue by our delivery centers registered with the Philippines Economic Zone Authority, which expired in fiscal 2016. During fiscal 2013, we started operations in a delivery center in the Philippines located in Techno Plaza II, Manila which is eligible for a tax exemption that will expire in fiscal 2017. During fiscal 2016, we started operations in a delivery center in the Philippines located in Ilo Ilo, Manila which is also eligible for a tax exemption that will expire in fiscal 2020. Following the expiry of the tax exemption, income generated by WNS Global Services Philippines, Inc. will be taxed at the prevailing special tax rate, which is currently 5.0% on gross income.

### ***Sri Lanka***

Our operations in Sri Lanka are eligible to claim income tax exemption under the Sri Lanka Inland Revenue Act for the profits earned from export revenue.

### ***Costa Rica***

Our subsidiary in Costa Rica is eligible for a 100.0% income tax exemption from fiscal 2010 until fiscal 2017 and a 50.0% income tax exemption from fiscal 2018 to fiscal 2021.

### **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 IFRS, as issued by the IASB. Note 2 to our consolidated financial statements included elsewhere in this annual report 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 derive revenue from providing BPM services to our clients, which primarily include providing back office administration, data management, contact center management and automobile claims handling services. We recognize revenue when the significant terms of the arrangement are enforceable, services are being delivered and the collectability is reasonably assured. We recognize revenue on an accrual basis when services are performed and revenue from the end of last billing to the reporting date is recognized as unbilled revenues.

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. Generally, our revenue is from large companies, where we do not believe we have a significant credit risk.

We invoice our clients depending on the terms of the arrangement, which include billing based on a per employee basis, a per transaction basis, a fixed price basis, an outcome based basis or other pricing arrangements including cost-plus arrangements. 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 BPM services unrelated to transition services (discussed below) are recognized in the period in which the services are rendered. An upfront payment received towards future services is recognized ratably over the period when such services are provided.

For certain of our clients, we perform transition activities at the outset of entering into a new contract for the provision of BPM services. We have determined these transition activities do not meet the revenue recognition criteria to be accounted for as a separate unit of accounting with stand-alone value separate from the on-going BPM contract. Accordingly, transition revenue and costs are subsequently recognized ratably over the period in which the BPM services are performed. Further, the deferral of costs is limited to the amount of the deferred revenue. Any costs in excess of the deferred transition revenue are recognized in the period it was incurred.

In limited instances, we have entered into 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.

Our revenue is net of value-added taxes and includes reimbursements of out-of-pocket expenses.

We provide automobile claims handling services, which include claims handling and administration (which we refer to as “claims handling”), car hire and arranging for repairs with repair centers across the UK and the related payment processing for such repairs (which we refer to as “repair management”). We also provide legal services in relation to personal injury claims.

We also provide services where motorists involved in accidents were not at fault. Our service offerings include the provision of replacement hire vehicles (which we refer to as “credit hire”), repair management services and claims handling (which we collectively refer to as “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 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. This processing period generally ranges between one to two 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 cases, where the fee is contingent upon the successful recovery of a claim by the client, revenue is not recognized until the contingency is resolved. Revenue in respect of car hire is recognized over the car hire term.

## [Table of Contents](#)

In order to provide repair management services, we arrange for the repair of vehicles involved in an accident 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, we consider the criteria established by IAS 18, *Illustrative example (“IE”) 21 — “Determining whether an entity is acting as a principal or as an agent.”* When we determine that we are the principal in providing repair 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 income.

Factors considered in determining whether we are the principal in the transaction include whether:

- (a) we have the primary responsibility of providing the services,
- (b) we negotiate the labor rates with repair centers,
- (c) we are responsible for timely and satisfactory completion of repairs, and
- (d) we bear 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 we are not the principal in providing repair management services, amounts received from customers are recognized and presented net of payments to repair centers in the consolidated statement of income. Revenue from repair management services is recorded net of the repairer referral fees passed on to customers.

Revenue from legal services is recognized on the admission of liability by the third party to the extent of fixed fees earned at each stage and any further income on the successful settlement of the claim. Incremental and direct costs incurred to contract with a claimant are amortized over the estimated period of provision of services, not exceeding 15 months. All other costs to us are expensed as incurred.

### **Share-based Compensation**

We provide share-based awards such as share options and RSUs to our employees, directors and executive officers through various equity compensation plans. We account for share-based compensation expense relating to share-based payments using a fair-value method in accordance with IFRS 2 “*Share-based Payments*”. IFRS 2 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.

Equity instruments granted is measured by reference to the fair value of the instrument at the date of grant. The grants vest in a graded manner. Under the fair value method, the estimated fair value of awards is charged to income over the requisite service period, which is generally the vesting period of the award, for each separately vesting portion of the award as if the award was, in substance, multiple awards. We include a forfeiture estimate in the amount of compensation expense being recognized based on our estimate of equity instrument that will eventually vest.

IFRS 2 requires the use of a valuation model to calculate the fair value of share-based awards. Based on our judgment, we have elected to use the Black-Scholes-Merton pricing model to determine the fair value of share-based awards on the date of grant. RSUs are measured based on the fair market value of the underlying shares on the date of grant.

We believe the Black-Scholes-Merton model to be the most appropriate model for determination of fair value of the share-based awards. In determining the fair value of share-based awards using the Black-Scholes-Merton option pricing model, we are required to make certain estimates of the key assumptions that include expected term, expected volatility of our shares, dividend yield and risk free interest rate. Estimating these key assumptions involves judgment regarding subjective future expectations of market prices and trends. The assumptions for expected term and expected volatility have the most significant effect on calculating the fair value of our share options. We use the historical volatility of our ADSs in order to estimate future share price trends. In order to determine the estimated period of time that we expect employees to hold their share-based options, we have used historical exercise pattern of employees. The aforementioned inputs entered into the option valuation model that we use to determine the fair value of our share awards are subjective estimates and changes to these estimates will cause the fair value of our share-based awards and related share-based compensation expense we record to vary.

We are required to estimate the share-based awards that we expect to vest and to reduce share-based compensation expense for the effects of estimated forfeitures of awards over the expense recognition period. Although we estimate forfeitures based on historical experience and other factors, actual forfeitures in the future may differ. To the extent our actual forfeitures are different than our estimates, we record a true-up for the difference in the period in which the awards vest, and such true-ups could materially affect our operating results.

We record deferred tax assets for share-based awards based on the future tax deduction which will be based on our ADS price at the reporting date. If the amount of the future tax deduction exceeds the cumulative amount of share-based compensation expense, the excess deferred tax is directly recognized in equity.

### ***Business Combinations, Goodwill and Intangible Assets***

Business combinations are accounted for using the acquisition method. As a part of acquisition accounting, we allocate the purchase price of acquired companies to the identified tangible and intangible assets based on the estimated fair values on the date of the acquisition. The purchase price allocation process requires management to make significant estimates and assumptions, especially at acquisition date with respect to intangible assets, income taxes, contingent consideration and estimated restructuring liabilities. Although we believe the assumptions and estimates we have made in the past have been reasonable and appropriate, they are based in part on historical experience and information obtained from the management of the acquired companies and are inherently uncertain. Examples of critical estimates in valuing certain of the intangible assets we have acquired or may acquire in the future include but are not limited to appropriate method of valuation, future cash flow projections, weighted average cost of capital, discount rates, risk-free rates, market rate of return and risk premiums.

Unanticipated events and circumstances may occur which may affect the accuracy or validity of such assumptions, estimates or actual results.

Goodwill is initially measured at cost, being the excess of the cost of the acquisition of the acquiree over our share of the net fair value of the acquiree's identifiable assets, liabilities and contingent liabilities on the date of the acquisition. If the cost of acquisition is less than the fair value of the net assets of the business acquired, the difference is recognized immediately in the income statement. Goodwill is tested for impairment at least annually and when events occur or changes in circumstances indicate that the recoverable amount of the cash generating unit is less than its carrying value. The goodwill impairment test is performed at the level of cash-generating unit or groups of cash-generating units which represent the lowest level at which goodwill is monitored for internal management purposes.

We use market related information and estimates (generally risk adjusted discounted cash flows) to determine the fair values. Cash flow projections take into account past experience and represents management's best estimate about future developments. Key assumptions on which management has based its determination of fair value less costs to sell and value in use include estimated growth rates, weighted average cost of capital and tax rates. These estimates, including the methodology used, can have a material impact on the respective values and ultimately the amount of any goodwill impairment. See also the discussion on impairment testing under "— Impairment of Goodwill and Intangible Assets" below.

Intangible assets are recognized only when it is probable that the expected future economic benefits attributable to the assets will accrue to us and the cost can be reliably measured. Intangible assets acquired separately are measured on initial recognition at cost. The cost of intangible assets acquired in a business combination is its fair value as at the date of acquisition determined using generally accepted valuation methods appropriate for the type of intangible asset. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses. Intangible assets with finite lives are amortized over the estimated useful life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization of an intangible asset with a finite useful life reflects the manner in which the economic benefit is expected to be generated and consumed. These estimates are reviewed at least at each financial year end. Intangible assets with indefinite lives are not amortized, but instead are tested for impairment at least annually and written down to the fair value as required. See also the discussion on impairment testing under "— Impairment of Goodwill and Intangible Assets" below.

### ***Impairment of Goodwill and Intangible Assets***

Goodwill is not subject to amortization and is instead tested annually for impairment and whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Intangible assets that are subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the cash generating unit level, which is the lowest level for which there are separately identifiable cash flows. Impairment losses recognized in respect of cash generating units are allocated first to reduce the carrying amount of any goodwill allocated to the cash generating units (or group of cash generating units) and then, to reduce the carrying amount of the other assets in the cash generating unit (or group of cash generating units) on a pro rata basis. Intangible assets that suffered impairment are reviewed for possible reversal of the impairment at each reporting date.

An impairment loss is recognized for the amount by which an asset's or cash-generating unit's carrying amount exceeds its recoverable amount. To determine the recoverable amount, management estimates expected future cash flows from each asset or cash-generating unit and determines a suitable interest rate in order to calculate the present value of those cash flows. In the process of measuring expected future cash flows management makes assumptions about future operating results. These assumptions relate to future events and circumstances. In arriving at our forecasts, we consider past experience, economic trends and inflation as well as industry and market trends. The projections also take into account factors such as the expected impact from new client contracts and expansion of business from existing clients, efficiency initiatives, and the maturity of the markets in which each business operates. The actual results may vary, and may cause significant adjustments to our assets within the next financial year.

## [Table of Contents](#)

In most cases, determining the applicable discount rate involves estimating the appropriate adjustment to market risk and the appropriate adjustment to asset-specific risk factors.

We cannot predict the occurrence of future events that might adversely affect the reported value of goodwill, intangible assets. 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 changes in relationships with significant customers.

### ***Income Taxes***

Income tax comprises current and deferred tax. Income tax expense is recognized in statements of income except to the extent it relates to items directly recognized in equity, in which case it is recognized in equity.

#### ***Current Income Tax***

As part of the process of preparing our consolidated financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. We are subject to tax assessments in each of these jurisdictions. Current income taxes for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities based on the taxable profit for the period. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted by the reporting date and applicable for the period. We offset current tax assets and current tax liabilities, where we have a legally enforceable right to set off the recognized amounts and where we intend either to settle on a net basis, or to realize the asset and liability simultaneously.

Significant judgments are involved in determining the provision for income taxes including judgment on whether tax positions are probable of being sustained in tax assessments. A tax assessment can involve complex issues, which can only be resolved over extended time periods. The recognition of taxes that are subject to certain legal or economic limits or uncertainties is assessed individually by management based on the specific facts and circumstances. Though we have considered all these issues in estimating our income taxes, there could be an unfavorable resolution of such issues that may affect results of our operations.

#### ***Deferred Income Tax***

We recognize deferred income tax using the balance sheet approach. Deferred income tax assets and liabilities are recognized for all deductible temporary differences arising between the tax bases of assets and liabilities and their carrying amount in financial statements, except when the deferred income tax arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and affects neither accounting nor taxable profits or loss at the time of transaction.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred income tax asset in respect of carry forward of unused tax credits and unused tax losses are recognized to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilized.

The carrying amount of deferred income tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilized.

The measurement of deferred tax assets involves judgment regarding the deductibility of costs not yet subject to taxation and estimates regarding sufficient future taxable income to enable utilization of unused tax losses in different tax jurisdictions. We consider the expected reversal of deferred tax assets and projected future taxable income in making this assessment. All deferred tax assets are subject to review of probable utilization. The assessment of the probability of future taxable profit in various years in which deferred tax assets can be utilized is based on the latest approved budget forecast, which is adjusted for significant non-taxable profit and expenses and specific limits to the use of any unused tax loss or credit. The tax rules in the various jurisdictions in which we operate are also carefully taken into consideration. If a positive forecast of taxable profit indicates the probable use of a deferred tax asset, especially when it can be utilized without a time limit, that deferred tax asset is usually recognized in full. The recognition of deferred tax assets that are subject to certain legal or economic limits or uncertainties is assessed individually by management based on the specific facts and circumstances.

We recognize deferred tax liabilities for all taxable temporary differences, except those associated with investments in subsidiaries and associates where the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.



## [Table of Contents](#)

As part of our accounting for business combinations, some of the purchase price is allocated to goodwill and intangible assets. Impairment charges associated with goodwill are generally not tax deductible and will result in an increased effective income tax rate in the quarter any impairment is recorded. Amortization expenses associated with acquired intangible assets are generally not tax deductible pursuant to our existing tax structure; however, deferred taxes have been recorded for non-deductible amortization expenses as a part of the purchase price allocation process. We have taken into account the allocation of these identified intangibles among different taxing jurisdictions, including those with nominal or zero percent tax rates, in establishing the related deferred tax liabilities. Income tax contingencies existing as of the acquisition dates of the acquired companies are evaluated quarterly and any adjustments are recorded as adjustments to goodwill during the measurement period.

Uncertainties in income taxes are not addressed specifically in IAS12 "*Income Taxes*" and hence the general measurement principles in IAS12 are applied in measuring the uncertain tax positions. Uncertain tax positions are reflected at the amount likely to be paid to the taxation authorities. A liability is recognized in connection with each item that is not probable of being sustained on examination by taxing authority. The liability is measured using single best estimate of the most likely outcome for each position taken in the tax return. Thus the provision would be the aggregate liability in connection with all uncertain tax positions. We also include interest related to such uncertain tax positions within our provision for income tax expense.

Evaluation of tax positions and recognition of provisions, as discussed above, involves interpretation of tax laws, estimates of probabilities of tax positions being sustained and the amounts of payments to be made under various scenarios. Although we believe we are adequately reserved for our unresolved disputes with the taxation authorities, no assurance can be given with respect to the final outcome on these matters. To the extent that the final outcome on these matters is different than the amounts recorded, such differences will impact our provision for income taxes in the period in which such a determination is made.

### ***Derivative Financial Instruments and Hedge Accounting***

We are exposed to foreign currency fluctuations on foreign currency assets, liabilities, net investment in foreign operations, forecasted cash flows denominated in foreign currency and fluctuation in interest rates. We limit the effect of foreign exchange rate fluctuation by following established risk management policies including the use of derivatives. We enter into derivative financial instruments where the counter party is a bank. We use derivative financial instruments such as foreign exchange forward, option contracts, currency swaps and interest rate swaps to hedge certain foreign currency and interest rate exposures. Forward and option contracts on various foreign currencies are entered into to manage the foreign currency exchange rate risk on forecasted transactions denominated in foreign currencies and monetary assets and liabilities held in non-functional currencies. Our primary exchange rate exposures are with the US dollar or the pound sterling against the Indian rupee.

### ***Cash Flow Hedges***

We recognize derivative instruments as either assets or liabilities in the statement of financial position at fair value. Derivative instruments qualify for hedge accounting when the instrument is designated as a hedge; the hedged item is specifically identifiable and exposes us to risk; and it is expected that a change in fair value of the derivative instrument and an opposite change in the fair value of the hedged item will have a high degree of correlation. Determining that there is a high degree of correlation between the change in fair value of the hedged item and the derivative instruments involves significant judgment including the probability of the occurrence of the forecasted transaction. Although our estimates of the forecasted transactions are based on historical experience and we believe that they are reasonable, the final occurrence of such transactions could be different as a result of external factors such as industry and economic trends, and internal factors such as changes in our business strategy and our internal forecasts, which will have a material effect on our earnings.

For derivative instruments where hedge accounting is applied, we record the effective portion of derivative instruments that are designated as cash flow hedges in other comprehensive income (loss) in the statement of comprehensive income, which is reclassified into earnings in the same period during which the hedged item 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 (i.e., the ineffective portion) or hedge components excluded from the assessment of effectiveness, and changes in fair value of other derivative instruments not designated as qualifying hedges is recorded as gains/losses, net in the statement of income. Cash flows from the derivative instruments are classified within cash flows from operating activities in the statement of cash flows.

### ***Fair Value Measurements***

IFRS 13 “*Fair Value Measurements*” (“IFRS 13”) defines fair value as the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm’s length transaction. The fair value of financial instruments that are traded in active markets at each reporting date is determined by reference to quoted market prices or dealer price quotations, without any deduction for transaction costs. For financial instruments not traded in an active market, the fair value is determined using appropriate valuation models. Where applicable, these models project future cash flows and discount the future amounts to a present value using market-based observable inputs including interest rate curves, credit risk, foreign exchange rates, and forward and spot prices for currencies.

IFRS 7 “*Financial Instruments: Disclosures*” also requires the classification of fair value measurements using fair value hierarchy that reflects the significance of the inputs used in making the measurements as below:

Level 1 — quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 — other techniques for which all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly; and

Level 3 — techniques which use inputs which have a significant effect on the recorded fair value that are not based on observable market data.

The fair value is estimated using the discounted cash flow approach and market rates of interest. The valuation technique involves assumptions and judgments regarding risk characteristics of the instruments, discount rates and future cash flows.

Management uses valuation techniques in measuring the fair value of financial instruments, where active market quotes are not available. In applying the valuation techniques, management makes maximum use of market inputs, and uses estimates and assumptions that are, as far as possible, consistent with observable data that market participants would use in pricing the instrument. Where applicable data is not observable, management uses its best estimate about the assumptions that market participants would make. These estimates may vary from the actual prices that would be achieved in an arm’s length transaction at the reporting date.

## [Table of Contents](#)

### Other Estimates

#### Allowance for Doubtful Accounts

We make estimates of the uncollectability of our accounts receivable based on historical trends and other factors such as ageing and economic trends. Adverse economic conditions or other factors that might cause deterioration of the financial health of customers could change the timing and levels of payments received and necessitate a change in estimated losses.

#### Accounting for Defined Benefit Plans

In accounting for pension and post-retirement benefits, several statistical and other factors that attempt to anticipate future events are used to calculate plan expenses and liabilities. These factors include expected return on plan assets, discount rate assumptions and rate of future compensation increases. To estimate these factors, actuarial consultants also use estimates such as withdrawal, turnover, and mortality rates which require significant judgment. The actuarial assumptions used by us may differ materially from actual results in future periods due to changing market and economic conditions, regulatory events, judicial rulings, higher or lower withdrawal rates, or longer or shorter participant life spans.

### Results of Operations

The following table sets forth certain financial information as a percentage of revenue and revenue less repair payments (non-GAAP) for the periods indicated:

	As a percentage of					
	Revenue			Revenue less repair payments (non-GAAP)		
	Year ended March 31,			Year ended March 31,		
	2016	2015	2014	2016	2015	2014
Cost of revenue	65.0%	64.2%	65.2%	62.9%	62.0%	62.9%
Gross profit	35.0%	35.8%	34.8%	37.1%	38.0%	37.1%
Operating expenses:						
Selling and marketing expenses	5.5%	5.8%	7.0%	5.8%	6.2%	7.5%
General and administrative expenses	14.0%	13.1%	11.0%	14.9%	13.9%	11.7%
Foreign exchange loss / (gains), net	(2.0)%	(0.9)%	2.2%	(2.1)%	(0.9)%	2.4%
Amortization of intangible assets	4.5%	4.5%	4.7%	4.7%	4.8%	5.0%
Operating profit	13.0%	13.2%	9.8%	13.7%	14.0%	10.5%
Other (income) / expense, net	(1.5)%	(2.2)%	(1.9)%	(1.6)%	(2.4)%	(2.0)%
Finance expense	0.0%	0.2%	0.6%	0.1%	0.3%	0.6%
Provision for income taxes	3.8%	4.2%	2.8%	4.0%	4.5%	3.0%
Profit	10.7%	11.0%	8.3%	11.3%	11.7%	8.8%

The following table reconciles revenue (a GAAP financial measure) to revenue less repair payments (a non-GAAP financial measure) and sets forth payments to repair centers and revenue less repair payments (non-GAAP) as a percentage of revenue for the periods indicated:

	Year ended March 31,					
	2016	2015	2014	2016	2015	2014
	(US dollars in millions)					
Revenue	\$562.2	\$533.9	\$502.6	100%	100.0%	100.0%
Less: Payments to repair centers	31.2	30.9	31.1	5.5%	5.8%	6.2%
Revenue less repair payments (non-GAAP)	\$531.0	\$503.0	\$471.5	94.5%	94.2%	93.8%

## [Table of Contents](#)

The following table presents our results of operations for the periods indicated:

	Year ended March 31,		
	2016	2015	2014
	(US dollars in millions)		
Revenue	\$562.2	\$533.9	\$502.6
Cost of revenue <sup>(1)</sup>	365.4	342.7	327.7
Gross profit	196.8	191.2	174.9
Operating expenses:			
Selling and marketing expenses <sup>(2)</sup>	30.8	31.1	35.2
General and administrative expenses <sup>(3)</sup>	78.9	70.0	55.4
Foreign exchange loss / (gains), net	(11.0)	(4.6)	11.2
Amortization of intangible assets	25.2	24.2	23.8
Operating profit	72.8	70.5	49.4
Other income, net	(8.5)	(11.9)	(9.5)
Finance expense	0.3	1.3	2.9
Profit before income taxes	81.1	81.0	55.9
Provision for income taxes	21.2	22.4	14.3
Profit	<u>\$ 59.9</u>	<u>\$ 58.6</u>	<u>\$ 41.6</u>

### Notes:

- (1) Includes share-based compensation expense of \$1.9 million for fiscal 2016, \$0.9 million for fiscal 2015 and \$1.3 million for fiscal 2014.
- (2) Includes share-based compensation expense of \$1.4 million for fiscal 2016, \$0.8 million for fiscal 2015 and \$0.6 million for fiscal 2014.
- (3) Includes share-based compensation expense of \$14.6 million for fiscal 2016, \$7.9 million for fiscal 2015 and \$5.0 million for fiscal 2014.

## [Table of Contents](#)

### **Fiscal 2016 Compared to Fiscal 2015**

The following table sets forth our revenue and percentage change in revenue for the periods indicated:

#### *Revenue*

	<u>Year ended March 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2016</u>	<u>2015</u>		
	(US dollars in millions)			
Revenue	\$ 562.2	\$ 533.9	\$ 28.3	5.3%

The increase in revenue of \$28.3 million was primarily attributable to revenue from new clients of \$17.4 million, an increase in revenue from existing clients of \$7.4 million, and an increase in hedging gain on our revenue by \$3.5 million to \$6.4 million in fiscal 2016 from \$2.9 million in fiscal 2015. The increase in revenue was primarily due to higher volumes in our shipping and logistics, retail and CPG, utilities, travel, consulting and professional services, and healthcare verticals. The increase in revenue was partially offset by the impact of a lower volume of business from one of our top five clients by revenue contribution in fiscal 2015 and 2014, and lower volumes in our insurance vertical. The increase was also partially offset by a depreciation of the pound sterling, South African rand and Australian dollar by an average of 6.4%, 24.3% and 15.8%, respectively, against the US dollar, as compared to the average exchange rate in fiscal 2015.

#### *Revenue by Geography*

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

	<u>Revenue</u>		<u>As a percentage of Revenue</u>	
	<u>Year ended March 31,</u>		<u>2016</u>	<u>2015</u>
	<u>2016</u>	<u>2015</u>		
	(US dollars in millions)			
UK	\$ 264.9	\$ 281.9	47.1%	52.8%
North America (primarily the US)	155.3	138.5	27.6%	25.9%
Australia	40.3	34.2	7.2%	6.4%
Europe (excluding the UK)	34.7	28.8	6.2%	5.4%
South Africa	30.1	17.4	5.4%	3.3%
Rest of world	36.8	33.1	6.5%	6.2%
Total	\$ 562.2	\$ 533.9	100.0%	100.0%

The increase in revenue in North America (primarily the US) was primarily attributable to higher volumes in our consulting and professional services, travel, shipping and logistics, insurance, and utilities verticals, partially offset by lower volumes in our retail and CPG, and banking and financial services verticals. The increase in revenue from the South Africa region was primarily attributable to higher volumes in our consulting and professional service, and retail and CPG verticals, partially offset by a lower volume in our banking and financial services vertical. The increase in revenue from the Australia region was primarily attributable to higher volumes in our utilities, retail and CPG, and shipping and logistics verticals. The increase in revenue from the Europe (excluding the UK) region was primarily attributable to a higher volume in our retail and CPG vertical, partially offset by lower volumes in our insurance, consulting and professional services, and healthcare verticals. The increase in revenue from the Rest of world region was primarily attributable to higher volumes in our shipping and logistics, and banking and financial services verticals, partially offset by lower volumes in our insurance, and travel verticals. The decrease in revenue from the UK region was primarily attributable to lower volumes in our insurance, shipping and logistics, retail and CPG, and consulting and professional services verticals.

#### *Revenue Less Repair Payments (non-GAAP)*

The following table sets forth our revenue less repair payments (non-GAAP) and percentage change in revenue less repair payments (non-GAAP) for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2016</u>	<u>2015</u>		
	(US dollars in million)			
Revenue less repair payments (non-GAAP)	\$ 531.0	\$ 503.0	\$ 28.0	5.6%

## Table of Contents

The increase in revenue less repair payments (non-GAAP) of \$28.0 million was primarily attributable to revenue less repair payments (non-GAAP) from new clients of \$17.4 million, an increase in revenue less repair payments (non-GAAP) from existing clients of \$7.1 million, and an increase in hedging gain on our revenue less repair payments (non-GAAP) by \$3.5 million to \$6.4 million in fiscal 2016 from \$2.9 million in fiscal 2015. The increase in revenue less repair payments (non-GAAP) was primarily due to higher volumes in our shipping and logistics, retail and CPG, utilities, travel, consulting and professional services, and healthcare verticals. The increase in revenue less repair payments (non-GAAP) was partially offset by the impact of a lower volume of business from one of our top five clients by revenue less repair payments (non-GAAP) contribution in fiscal 2015 and 2014, and a lower volume in our insurance vertical. The increase was partially offset by a depreciation of the pound sterling, South African rand and Australian dollar by an average of 6.4%, 24.3% and 15.8%, respectively, against the US dollar, as compared to the average exchange rate in fiscal 2015.

### Revenue Less Repair Payments (non-GAAP) by Geography

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

	Revenue less repair payments (non-GAAP)		As a percentage of revenue less repair payments (non-GAAP)	
	Year ended March 31,			
	2016	2015	2016	2015
	(US dollars in millions)			
UK	\$ 233.7	\$ 251.1	44.0%	49.9%
North America (primarily the US)	155.3	138.5	29.3%	27.5%
Australia	40.3	34.2	7.6%	6.8%
Europe (excluding the UK)	34.7	28.8	6.5%	5.7%
South Africa	30.1	17.4	5.7%	3.5%
Rest of world	36.8	33.1	6.9%	6.6%
<b>Total</b>	<b>\$ 531.0</b>	<b>\$ 503.0</b>	<b>100%</b>	<b>100.0%</b>

The increase in revenue less repair payments (non-GAAP) in North America (primarily the US) was primarily attributable to higher volumes in our consulting and professional services, travel, shipping and logistics, insurance, and utilities verticals, partially offset by lower volumes in our retail and CPG, and banking and financial services verticals. The increase in revenue less repair payments (non-GAAP) from the South Africa region was primarily attributable to higher volumes in our consulting and professional service, and retail and CPG verticals, partially offset by a lower volume in our banking and financial services vertical. The increase in revenue less repair payments (non-GAAP) from the Australia region was primarily attributable to higher volumes in our utilities, retail and CPG, and shipping and logistics verticals. The increase in revenue less repair payments (non-GAAP) from the Europe (excluding the UK) region was primarily attributable to a higher volume in our retail and CPG vertical, partially offset by lower volumes in our insurance, consulting and professional services, and healthcare verticals. The increase in revenue less repair payments (non-GAAP) from the Rest of world region was primarily attributable to higher volumes in our shipping and logistics, and banking and financial services verticals, partially offset by lower volumes in our insurance, and travel verticals. The decrease in revenue less repair payments (non-GAAP) from the UK region was primarily attributable to lower volumes in our insurance, shipping and logistics, retail and CPG, and consulting and professional services verticals.

### Cost of Revenue

The following table sets forth the composition of our cost of revenue for the periods indicated:

	Year ended March 31,		Change
	2016	2015	
	(US dollars in millions)		
Employee costs	\$ 217.1	\$ 199.8	\$ 17.3
Facilities costs	64.8	64.7	0.2
Repair payments	31.2	30.9	0.3
Depreciation	14.9	13.9	1.0
Travel costs	10.3	9.5	0.8
Legal and professional costs	7.0	7.3	(0.3)
Other costs	20.0	16.8	3.2
<b>Total cost of revenue</b>	<b>\$ 365.4</b>	<b>\$ 342.7</b>	<b>\$ 22.6</b>
<b>As a percentage of revenue</b>	<b>65.0%</b>	<b>64.2%</b>	

## [Table of Contents](#)

The increase in cost of revenue was primarily due to higher employee cost on account of higher headcount, wage inflation and a \$2.5 million charge arising from the amendment to the India Payment of Bonus Act, 1965, adopted in December 2015, which increased employee bonus amounts for certain wage categories retroactively from April 1, 2014; higher other costs incurred to contract with claimants associated with our legal services business, and an increase in subcontracting costs; higher depreciation costs; higher travel costs; higher repair payments; and higher facilities costs. These increases were partially offset by lower legal and professional costs. Further, the depreciation of the Indian rupee and South African rand against the US dollar by an average of 7.1% and 24.3%, respectively, in fiscal 2016, as compared to the average exchange rate in fiscal 2015, resulted in a decrease of approximately \$17.3 million in the cost of revenue.

### *Gross Profit*

The following table sets forth our gross profit for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Gross profit	\$ 196.8	\$ 191.2	\$ 5.6
As a percentage of revenue	35.0%	35.8%	
As a percentage of revenue less repair payments (non-GAAP)	37.1%	38.0%	

Gross profit as a percentage of revenue and revenue less repair payments (non-GAAP) decreased primarily due to higher cost of revenue as discussed above. Cost of revenue was higher notwithstanding the depreciation of the Indian rupee and South African rand against the US dollar by an average of 7.1% and 24.3%, respectively, in fiscal 2016, as compared to the average exchange rate for fiscal 2015. This increase in cost of revenue was partially offset by higher revenue, and an increase in hedging gain on our revenue by \$3.5 million to \$6.4 million in fiscal 2016 from \$2.9 million in fiscal 2015.

During fiscal 2016, our built up seats increased by 9.4% from 24,131 as at the end of fiscal 2015 to 26,407 as at the end of fiscal 2015 as we expanded our existing facilities in Gurgaon, India, South African and the Philippines, and added new facilities in South Africa, and the Philippines. This was part of our strategy to expand our delivery capabilities, including in the SEZ in India. Our total headcount increased by 12.1% from 28,890 to 32,388 during the same period, resulting in an increase in our seat utilization rate from 1.18 in fiscal 2015 to 1.21 in fiscal 2016. This 0.3 increase in our seat utilization rate increased our gross profit as a percentage of revenue by approximately 0.01% and increased our gross profit as a percentage of revenue less repair payments (non-GAAP) by approximately 0.02%.

### *Selling and Marketing Expenses*

The following table sets forth the composition of our selling and marketing expenses for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Employee costs	\$ 22.3	\$ 23.1	\$ (0.7)
Other costs	8.5	8.0	0.5
Total selling and marketing expenses	\$ 30.8	\$ 31.1	\$ (0.2)
As a percentage of revenue	5.5%	5.8%	
As a percentage of revenue less repair payments (non-GAAP)	5.8%	6.2%	

The decrease in selling and marketing expenses was primarily due to a decrease in employee costs as a result of a decrease in sales headcount, and lower legal and professional expenses, partially offset by higher marketing costs. Further, the depreciation of the pound sterling against the US dollar by an average of 6.4% in fiscal 2016, as compared to the average exchange rate for fiscal 2015, resulted in a decrease of approximately \$0.7 million of selling and marketing expenses.

## [Table of Contents](#)

### *General and Administrative Expenses*

The following table sets forth the composition of our general and administrative expenses for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Employee costs	\$ 60.1	\$ 48.3	\$ 11.8
Other costs	18.8	21.7	(2.9)
<b>Total general and administrative expenses</b>	<b>\$ 78.9</b>	<b>\$ 70.0</b>	<b>\$ 8.9</b>
As a percentage of revenue	14.0%	13.1%	
As a percentage of revenue less repair payments (non-GAAP)	14.9%	13.9%	

The increase in general and administrative expenses was primarily due to an increase in employee costs as a result of higher salaries on account of a higher headcount, wage inflation and higher share-based compensation expense on account of a higher number of RSUs vesting in fiscal 2016; higher travel cost, and higher legal and professional expenses, partially offset by lower facilities costs, and lower other costs. Further, the depreciation of the Indian rupee and South African rand against the US dollar by an average of 7.1% and 24.3%, respectively, for fiscal 2016, as compared to the average exchange rate for fiscal 2015, resulted in a decrease of approximately \$3.1 million in general and administrative expenses.

### *Foreign Exchange Loss / (Gains), Net*

The following table sets forth our foreign exchange loss / (gains), net for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Foreign exchange loss / (gains), net	\$ (11.0)	\$ (4.6)	\$ (6.4)

The foreign exchange gains were primarily due to higher gains of \$2.1 million from our rupee and pound denominated hedge contracts as a result of a depreciation of the pound sterling against the US dollar, and a higher foreign currency revaluation gain of \$4.3 million arising from a \$3.1 million gain in fiscal 2016 from a loss of \$1.3 million in fiscal 2015. We expect our foreign exchange gains to be lower in fiscal 2017 as compared to fiscal 2016, based on our current hedge positions and exchange rates.

### *Amortization of Intangible Assets*

The following table sets forth our amortization of intangible assets for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Amortization of intangible assets	\$ 25.2	\$ 24.2	\$ 1.0

The increase in amortization of intangible assets was primarily attributable to the acquisition of a customer contract from Telkom, partially offset by the depreciation of the Indian rupee and South African rand against the US dollar by an average of 7.1% and 24.3%, respectively, in fiscal 2016, as compared to the average exchange rate in fiscal 2015.

### *Operating Profit*

The following table sets forth our operating profit for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Operating profit	\$ 72.8	\$ 70.5	\$ 2.4
As a percentage of revenue	13.0%	13.2%	
As a percentage of revenue less repair payments (non-GAAP)	13.7%	14.0%	

Operating profit as a percentage of revenue and revenue less repair payments (non-GAAP) is lower due to higher cost of revenue, higher general and administrative expenses, and higher amortization expenses, partially offset by higher revenue, higher foreign exchanges gains and lower selling and marketing expenses.



## [Table of Contents](#)

### *Other income, net*

The following table sets forth our other income, net for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Other income, net	\$ 8.5	\$ 11.9	\$ (3.4)

Other income was lower primarily due to a lower yield on our cash and cash equivalents and investments, as funds were utilized for our share repurchases in fiscal 2016.

### *Finance Expense*

The following table sets forth our finance expense for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Finance expense	\$ 0.3	\$ 1.3	\$ (1.0)

Finance expense decreased primarily due to lower interest cost as a result of lower borrowings following scheduled repayments of our short term and long term loans.

### *Provision for Income Taxes*

The following table sets forth our provision for income taxes for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Provision for income taxes	\$ 21.2	\$ 22.4	\$ (1.2)

Provision for income taxes was lower as the provision in fiscal 2015 included a \$1.7 million provision on account of a change in Indian tax law pursuant to the India Finance Act 2014. As a result of this change in Indian tax law, a number of debt FMPs in which we had invested and held for less than 36 months were re-categorized as short term capital assets and, accordingly, were subject to tax.

### *Profit*

The following table sets forth our profit for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2016</u>	<u>2015</u>	
	(US dollars in millions)		
Profit	\$ 59.9	\$ 58.6	\$ 1.3
As a percentage of revenue	10.7%	11.0%	
As a percentage of revenue less repair payments (non-GAAP)	11.3%	11.7%	

The increase in profit was primarily on account of higher operating profit, lower finance expense, and lower provision for income taxes, partially offset by lower other income.

## [Table of Contents](#)

### **Fiscal 2015 Compared to Fiscal 2014**

The following table sets forth our revenue and percentage change in revenue for the periods indicated:

#### *Revenue*

	<u>Year ended March 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2015</u>	<u>2014</u>		
	(US dollars in millions)			
Revenue	\$ 533.9	\$ 502.6	\$ 31.3	6.2%

The increase in revenue of \$31.3 million was primarily attributable to revenue from new clients of \$17.5 million and an increase in revenue from existing clients of \$4.7 million. In addition, we had an increase in hedging gain on our revenue by \$9.1 million to \$2.9 million in fiscal 2015 from a hedging loss of \$6.2 million in fiscal 2014. The increase in revenue was primarily due to higher volumes in our utilities, shipping and logistics, consulting and professional services and healthcare verticals, and included approximately \$3.0 million of one-time benefits received in fiscal 2015 relating to performance-based incentives, gain sharing and the removal of foreign exchange collars from certain client contracts. The increase in revenue was partially offset by the impact of a lower volume of business from one of our top five clients by revenue contribution in fiscal 2014 and 2013, a reduction in pricing and productivity discounts under our new contract with Aviva MS and lower volumes in our banking and financial services vertical. Further our research and analytics and finance and accounting units grew by 16.4% and 14.1%, respectively, in fiscal 2015 and represented 12.5% and 20.0%, respectively, of our revenue in fiscal 2015.

#### *Revenue by Geography*

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

	<u>Revenue</u>		<u>As a percentage of Revenue</u>	
	<u>Year ended March 31,</u>		<u>2015</u>	<u>2014</u>
	<u>2015</u>	<u>2014</u>		
	(US dollars in millions)			
UK	\$ 281.9	\$ 265.0	52.8%	52.7%
North America (primarily the US)	138.5	137.4	25.9%	27.3%
Europe (excluding the UK)	28.8	27.0	5.4%	5.4%
South Africa	17.4	20.5	3.3%	4.1%
Australia	34.2	18.5	6.4%	3.7%
Rest of world	33.1	34.2	6.2%	6.8%
Total	\$ 533.9	\$ 502.6	100%	100.0%

The increase in revenue from the UK region was primarily attributable to higher volumes in our shipping and logistics, banking and financial services, healthcare, travel and utilities verticals, partially offset by a reduction in pricing and productivity discounts under our new contract with Aviva MS. The increase in revenue from Australia region was primarily attributable to higher volumes in our insurance and utilities verticals. The increase in revenue from Europe (excluding the UK) region was primarily due to higher volumes in our healthcare, retail and CPG, consulting and professional services, shipping and logistics, and insurance verticals. The increase in revenue in North America (primarily the US) was primarily due to higher volumes in our healthcare vertical, partially offset by lower volumes in our insurance, consulting and professional services and utilities verticals and the impact of a lower volume of business from one of our top five clients by revenue contribution in fiscal 2014 and 2013. The decrease in revenue from South Africa region was primarily attributable to lower volumes in our banking and financial services vertical. The decrease in revenue from the Rest of world region was primarily attributable to lower volumes in our consulting and professional services and insurance verticals, partially offset by higher volumes in our travel, healthcare, retail and CPG, and shipping and logistics verticals.

#### *Revenue Less Repair Payments (non-GAAP)*

The following table sets forth our revenue less repair payments (non-GAAP) and percentage change in revenue less repair payments (non-GAAP) for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2015</u>	<u>2014</u>		
	(US dollars in million)			
Revenue less repair payments (non-GAAP)	\$ 503.0	\$ 471.5	\$ 31.5	6.7%

## [Table of Contents](#)

The increase in revenue less repair payments (non-GAAP) of \$31.5 million was primarily attributable to revenue less repair payments (non-GAAP) from new clients of \$17.5 million and an increase in revenue less repair payments (non-GAAP) from existing clients of \$4.7 million. In addition, we had an increase in hedging gain on our revenue less repair payments (non-GAAP) by \$9.1 million to \$2.9 million in fiscal 2015 from a hedging loss of \$6.2 million in fiscal 2014. The increase in revenue less repair payments (non-GAAP) was primarily due to higher volumes in our utilities, shipping and logistics, consulting and professional services and healthcare verticals, and included \$3.0 million of one-time benefits received in fiscal 2015 relating to performance-based incentives, gain sharing and removal of foreign exchange collars from certain client contracts. The increase in revenue less repair payments (non-GAAP) was partially offset by the impact of a lower volume of business from one of our top five clients by revenue less repair payments (non-GAAP) contribution in fiscal 2014 and 2013, a reduction in pricing and productivity discounts under our new contract with Aviva MS and lower volumes in our banking and financial services vertical. Further our research and analytics and finance and accounting units grew by 16.4% and 14.1%, respectively, in fiscal 2015 and represented 13.2% and 21.2%, respectively, of our revenue less repair payments (non-GAAP) in fiscal 2015.

### *Revenue Less Repair Payments (non-GAAP) by Geography*

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

	Revenue less repair payments (non-GAAP)		As a percentage of revenue less repair payments (non-GAAP)	
	Year ended March 31,			
	2015	2014	2015	2014
	(US dollars in millions)			
UK	\$ 251.1	\$ 233.8	49.9%	49.6%
North America (primarily the US)	138.5	137.4	27.5%	29.1%
Europe (excluding the UK)	28.8	27.1	5.7%	5.7%
South Africa	17.4	20.5	3.5%	4.4%
Australia	34.2	18.5	6.8%	3.9%
Rest of world	33.1	34.2	6.6%	7.4%
Total	\$ 503.0	\$ 471.5	100.0%	100.0%

The increase in revenue less repair payments (non-GAAP) from the UK region was primarily attributable to higher volumes in our shipping and logistics, banking and financial services, healthcare, travel and utilities verticals, partially offset by a reduction in pricing and productivity discounts under our new contract with Aviva MS. The increase in revenue less repair payments (non-GAAP) from Australia region was primarily attributable to higher volumes in our insurance and utilities verticals. The increase in revenue less repair payments (non-GAAP) from Europe (excluding the UK) region was primarily due to higher volumes in our healthcare, retail and CPG, consulting and professional services, shipping and logistics, and insurance verticals. The increase in revenue less repair payments (non-GAAP) in North America (primarily the US) was primarily due to higher volumes in our healthcare vertical, partially offset by lower volumes in our insurance, consulting and professional services and utilities verticals and the impact of a lower volume of business from one of our top five clients by revenue less repair payments (non-GAAP) contribution in fiscal 2014 and 2013. The decrease in revenue less repair payments (non-GAAP) from South Africa region was primarily attributable to lower volumes in our banking and financial services vertical. The decrease in revenue less repair payments (non-GAAP) from the Rest of world region was primarily attributable to lower volumes in our consulting and professional services and insurance verticals, partially offset by higher volumes in our travel, healthcare, retail and CPG, and shipping and logistics verticals.

### *Cost of Revenue*

The following table sets forth the composition of our cost of revenue for the periods indicated:

	Year ended March 31,		Change
	2015	2014	
	(US dollars in millions)		
Employee costs	\$ 199.8	\$ 184.7	\$ 15.1
Facilities costs	64.7	61.3	3.3
Repair payments	30.9	31.1	(0.2)
Depreciation	13.9	13.5	0.4
Travel costs	9.5	10.9	(1.4)
Legal and professional costs	7.3	10.9	(3.5)
Other costs	16.8	15.3	1.4
Total cost of revenue	\$ 342.7	\$ 327.7	\$ 15.0
As a percentage of revenue	64.2%	65.2%	

## [Table of Contents](#)

The increase in cost of revenue was primarily due to an increase in employee costs due to higher headcount and wage increments, an increase in facilities costs due to an expansion of facilities in Pune and Chennai, India and the addition of new facilities in US, South Africa and China and an increase in other costs due to an increase in costs associated with providing onshore services and subcontract costs, partially offset by a decrease in legal and professional services due to a decrease in onshore subcontracting costs and a decrease in travel costs. Further, the depreciation of the Indian rupee against the US dollar by an average of 1.2% in fiscal 2015 as compared to the average exchange rate in fiscal 2014 resulted in an overall decrease of approximately \$2.0 million in the cost of revenue.

### *Gross Profit*

The following table sets forth our gross profit for the periods indicated:

	Year ended March 31,		Change
	2015	2014	
	(US dollars in millions)		
Gross profit	\$ 191.2	\$ 174.9	\$ 16.2
As a percentage of revenue	35.8%	34.8%	
As a percentage of revenue less repair payments (non-GAAP)	38.0%	37.1%	

Gross profit was higher primarily due to higher revenue as discussed above. Gross profit as a percentage of revenue and revenue less repair payments (non-GAAP) similarly increased primarily due to higher revenue as discussed above. We had an increase in hedging gain on our revenue less repair payments (non-GAAP) by \$9.1 million to \$2.9 million in fiscal 2015 from a hedging loss of \$6.2 million in fiscal 2014. Further, the depreciation of the Indian rupee against the US dollar in fiscal 2015 by an average of 1.2% as compared to the average exchange rate in fiscal 2014 partially reduced our cost of revenue.

During fiscal 2015, our built up seats increased by 3.5% from 23,503 as at the end of fiscal 2014 to 24,316 as at the end of fiscal 2015 when we expanded facilities in Pune and Chennai, India and the addition of new facilities in US, South Africa and China. This was part of our strategy to expand our delivery capabilities, including in the SEZ in India. Our total headcount increased by 6.9% from 27,020 to 28,890 during the same period, resulting in an increase in our seat utilization rate from 1.16 in fiscal 2014 to 1.17 in fiscal 2015. This 0.1 increase in our seat utilization rate increased our gross profit as a percentage of revenue by approximately 0.01% and increased our gross profit as a percentage of revenue less repair payments (non-GAAP) by approximately 0.02%.

### *Selling and Marketing Expenses*

The following table sets forth the composition of our selling and marketing expenses for the periods indicated:

	Year ended March 31,		Change
	2015	2014	
	(US dollars in millions)		
Employee costs	\$ 23.1	\$ 26.4	\$ (3.3)
Other costs	8.0	8.8	(0.8)
Total selling and marketing expenses	\$ 31.1	\$ 35.2	\$ (4.2)
As a percentage of revenue	5.8%	7.0%	
As a percentage of revenue less repair payments (non-GAAP)	6.2%	7.5%	

The decrease in selling and marketing expenses was primarily due to a decrease in employee costs as a result of a decrease in sales headcount, and lower legal and professional expenses and marketing costs.

### *General and Administrative Expenses*

The following table sets forth the composition of our general and administrative expenses for the periods indicated:

	Year ended March 31,		Change
	2015	2014	
	(US dollars in millions)		
Employee costs	\$ 48.3	\$ 39.8	\$ 8.5
Other costs	21.7	15.6	6.1
Total general and administrative expenses	\$ 70.0	\$ 55.4	\$ 14.6
As a percentage of revenue	13.1%	11.0%	
As a percentage of revenue less repair payments (non-GAAP)	13.9%	11.7%	

## [Table of Contents](#)

The increase in general and administrative expenses was primarily due to an increase in employee costs as a result of higher salaries, higher other costs including facilities costs and miscellaneous costs, including additional costs related to increased corporate social responsibility spending as mandated by the Indian Companies Act, 2013.

### *Foreign Exchange Loss / (Gains), Net*

The following table sets forth our foreign exchange loss / (gains), net for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2015</u>	<u>2014</u>	
	(US dollars in millions)		
Foreign exchange loss / (gains), net	\$ (4.6)	\$ 11.2	\$(15.7)

The higher foreign exchange gains were primarily due to higher hedging gains of \$16.4 million from our rupee-denominated contracts as a result of better hedging rates against the US dollar, partially offset by higher foreign currency revaluation losses by \$0.6 million to a loss of \$1.2 million in fiscal 2015 from a loss of \$0.6 million in fiscal 2014.

### *Amortization of Intangible Assets*

The following table sets forth our amortization of intangible assets for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2015</u>	<u>2014</u>	
	(US dollars in millions)		
Amortization of intangible assets	\$ 24.2	\$ 23.8	\$ 0.4

The increase in amortization of intangible assets was primarily attributable to an increase in software related assets from our India facilities, partially offset by the depreciation of the Indian rupee against the US dollar in fiscal 2015 by an average of 1.2% as compared to the average exchange rate in fiscal 2014.

### *Operating Profit*

The following table sets forth our operating profit for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2015</u>	<u>2014</u>	
	(US dollars in millions)		
Operating profit	\$ 70.5	\$ 49.4	\$ 21.1
As a percentage of revenue	13.2%	9.8%	
As a percentage of revenue less repair payments (non-GAAP)	14.0%	10.5%	

Operating profit as a percentage of revenue and revenue less repair payments (non-GAAP) was higher due to higher revenue, higher foreign exchanges gains and lower selling and marketing expenses, partially offset by higher general and administrative expenses, higher cost of revenue and higher amortization expenses.

### *Other income, net*

The following table sets forth our other income, net for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2015</u>	<u>2014</u>	
	(US dollars in millions)		
Other income, net	\$ 11.9	\$ 9.5	\$ 2.4

Other income was higher primarily on account of higher interest income due to higher cash balance and better yield from investments in FMP and the sale of assets from closed facilities in Gurgaon, Chennai and Bangalore, due to the transfer of our facilities to new locations and consolidation of operations, partially offset by dividend distribution tax on liquid mutual funds on account of a change in Indian tax law pursuant to the India Finance Act 2014.

## [Table of Contents](#)

### *Finance Expense*

The following table sets forth our finance expense for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2015</u>	<u>2014</u>	
	(US dollars in millions)		
Finance expense	\$ 1.3	\$ 2.9	\$ (1.6)

Finance expense decreased primarily due to lower interest cost as a result of lower borrowings following scheduled repayments of our short term and long term loans.

### *Provision for Income Taxes*

The following table sets forth our provision for income taxes for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2015</u>	<u>2014</u>	
	(US dollars in millions)		
Provision for income taxes	\$ 22.4	\$ 14.3	\$ 8.1

The increase in provision for income taxes was primarily on account of higher taxable profits. The provision for income taxes for fiscal 2015 also included a \$1.7 million provision on account of a change in Indian tax law pursuant to the India Finance Act 2014. As a result of this change in Indian tax law, a number of debt FMPs in which we have invested and held for less than 36 months were re-categorized as short term capital assets and, accordingly, subject to higher tax.

### *Profit*

The following table sets forth our profit for the periods indicated:

	<u>Year ended March 31,</u>		<u>Change</u>
	<u>2015</u>	<u>2014</u>	
	(US dollars in millions)		
Profit	\$ 58.6	\$ 41.6	\$ 17.0
As a percentage of revenue	11.0%	8.3%	
As a percentage of revenue less repair payments (non-GAAP)	11.7%	8.8%	

The increase in profit was primarily on account of higher operating profit, other income and lower finance expense, partially offset by higher provision for income taxes.

## **Results by Reportable Segment**

For purposes of evaluating operating performance and allocating resources, we have organized our company by operating segments. See note 26 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 IFRS 8 "Operating Segments." We have separately reported our Auto Claims BPM segment, as it does not meet the aggregation criteria under IFRS 8. Accordingly, pursuant to IFRS 8, we have two reportable segments: WNS Global BPM and WNS Auto Claims BPM.

WNS Global BPM is delivered out of our delivery centers in China, Costa Rica, India, the Philippines, Poland, Romania, South Africa, Sri Lanka, the UK and the US. This segment includes all of our business activities with the exception of WNS Auto Claims BPM. WNS Auto Claims BPM is our automobile claims management business which is primarily based in the UK and is part of our insurance business unit. See "Part I — Item 4. Information on the Company — B. Business Overview — Business Process Management Service Offerings." We report WNS Auto Claims BPM 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 third party automobile repair centers, resulting in lower long-term gross margins when measured on the basis of revenue, relative to the WNS Global BPM segment.

Our revenue is generated primarily from providing business process management services.

## [Table of Contents](#)

In our WNS Auto Claims BPM segment, we provide both “fault” and “non-fault” repairs. For “fault” repairs, we provide claims handling and repair management services, where we arrange for automobile repairs through a network of third party repair centers. In our repair management services, where we act as the principal in our dealings with the third party repair centers and our clients, the amounts which we invoice to our clients for payments made by us to third party repair centers are reported as revenue. Where we are not the principal in providing the services, we record revenue from repair services net of repair cost. Since we wholly subcontract the repairs to the repair centers, we evaluate the financial performance of our “fault” repair business based on revenue less repair payments (non-GAAP) to third party repair centers, which is a non-GAAP financial measure. We believe that revenue less repair payments (non-GAAP) for “fault” repairs reflects more accurately the value addition of the business process management services that we directly provide to our clients.

For our “non-fault” repairs business, we generally provide a consolidated suite of accident management services including credit hire and credit repair, and we believe that measurement of such business on a basis that includes repair payments in revenue is appropriate. Revenue including repair payments is therefore used as a primary measure to allocate resources and measure operating performance for accident management services provided in our “non-fault” repairs business. Our “non-fault” repairs business where we provide accident management services accounts for a relatively small portion of our revenue for our WNS Auto Claims BPM segment. In our WNS Auto Claims BPM segment, effective July 1, 2015, WNS Legal Assistance LLP, a subsidiary of WNS UK, commenced providing legal services in relation to personal injury claims.

Revenue less repair payments is a non-GAAP financial measure which is calculated as (a) revenue less (b) in our auto claims business, payments to repair centers for “fault” repair cases where we act as the principal in our dealings with the third party repair centers and our clients. This non-GAAP financial information is not meant to be considered in isolation or as a substitute for our financial results prepared in accordance with GAAP. Our revenue less repair payments (non-GAAP) may not be comparable to similarly titled measures reported by other companies due to potential differences in the method of calculation.

Our management allocates resources based on segment revenue less repair payments (non-GAAP) and measures segment performance based on revenue less repair payments (non-GAAP) 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 (non-GAAP) for our two reportable segments for the periods indicated:

	Year ended March 31,					
	2016		2015		2014	
	WNS Global BPM	WNS Auto Claims BPM	WNS Global BPM	WNS Auto Claims BPM	WNS Global BPM	WNS Auto Claims BPM
Segment revenue <sup>(1)</sup>	\$509.3	\$53.3	\$473.1	\$61.1	\$439.9	\$63.0
Less: Payments to repair centers		31.2	—	30.9	—	31.1
Revenue less repair payments (non-GAAP) <sup>(1)</sup>	<b>509.3</b>	<b>22.1</b>	<b>473.1</b>	<b>30.2</b>	<b>439.9</b>	<b>31.9</b>
Cost of revenue (excluding payments to repair centers) <sup>(2)</sup>	314.5	18.2	292.3	18.9	275.8	19.4
Other costs <sup>(3)</sup>	77.6	5.2	82.1	5.8	91.5	5.0
Segment operating profit / (loss)	117.2	(1.2)	98.7	5.4	72.6	7.4
Other (income)/expense, net	(7.5)	(1.0)	(11.1)	(0.8)	(8.6)	(0.9)
Finance expense	0.3	0.0	1.3	—	2.9	—
Segment profit before income taxes	<b>124.4</b>	<b>(0.2)</b>	<b>108.5</b>	<b>6.2</b>	<b>78.3</b>	<b>8.4</b>
Provision for income taxes	20.9	0.3	21.2	1.2	12.3	2.0
Segment profit / (loss)	<b>\$103.5</b>	<b>\$ (0.5)</b>	<b>\$ 87.3</b>	<b>\$ 5.0</b>	<b>\$ 66.0</b>	<b>\$ 6.4</b>

**Notes:**

- (1) Segment revenue and revenue less repair payments (non-GAAP) include inter-segment revenue of \$0.4 million for fiscal 2016, \$0.2 million for fiscal 2015 and \$0.3 million for fiscal 2014.
- (2) Cost of revenue includes inter-segment expenses of \$0.4 million for fiscal 2016, \$0.2 million for fiscal 2015 and \$0.3 million for fiscal 2014, and excludes share-based compensation expenses of \$1.9 million for fiscal 2016, and \$0.9 million for fiscal 2015 and \$1.3 million for fiscal 2014, which are not allocable between our segments.
- (3) Other costs include selling and marketing, general and administrative expense and foreign exchange gain/loss. Excludes share-based compensation expenses of \$16.0 million for fiscal 2016, \$8.6 million for fiscal 2015 and \$5.6 million for fiscal 2014, which are not allocable between our segments.

WNS Global BPM accounted for 90.5% of our revenue and 95.8% of our revenue less repair payments (non-GAAP) in fiscal 2016 as compared to 88.6% of our revenue and 94.0% of our revenue less repair payments (non-GAAP) in fiscal 2015, and 87.5% of our revenue and 93.2% of our revenue less repair payments (non-GAAP) in fiscal 2014.

**WNS Global BPM**

*Segment Revenue.* Revenue in the WNS Global BPM segment increased by 7.7% to \$509.3 million in fiscal 2016 from \$473.1 million in fiscal 2015. This increase was primarily attributable to the increase in the volume of transactions executed for new and existing clients, with \$17.4 million being attributable to new clients and \$7.4 million being attributable to existing clients. In addition, we had an increase in hedging gain on our revenue by \$3.5 million to \$6.4 million in fiscal 2016 from \$2.9 million in fiscal 2015. The increase was partially offset by a depreciation of the pound sterling, South African rand and Australian dollar by an average of 6.4%, 24.3% and 15.8%, respectively, against the US dollar as compared to the average exchange rate in fiscal 2015.

Revenue in the WNS Global BPM segment increased by 7.5% to \$473.1 million in fiscal 2015 from \$439.9 million in fiscal 2014. This increase was primarily attributable to the increase in the volume of transactions executed for new and existing clients, with \$17.4 million being attributable to new clients and \$6.7 million being attributable to existing clients, which included approximately \$3.0 million of one time benefits received in fiscal 2015 relating to performance based incentives, gain sharing and removal of foreign exchange collars from certain client contracts. In addition, we had an increase in hedging gain on our revenue by \$9.1 million to \$2.9 million in fiscal 2015 from a hedging loss of \$6.2 million in fiscal 2014. The increase was also, to a lesser extent, on account of an appreciation of the pound sterling against the US dollar by an average of 1.5% in fiscal 2015 as compared to the average exchange rate in fiscal 2014.

*Segment Operating Profit.* Segment operating profit in the WNS Global BPM segment increased by 18.7% to \$117.2 million in fiscal 2016 from \$98.7 million in fiscal 2015. The increase was primarily attributable to higher segment revenue, higher foreign exchange gains, and lower selling and marketing expenses, partially offset by higher cost of revenue and higher general and administrative expenses.

Our cost of revenue includes employee costs, facilities costs, depreciation, legal and professional costs, travel costs and other related costs. Employee related costs represent the largest component of our cost of revenue for the WNS Global BPM segment. Our cost of revenue increased by \$22.2 million to \$314.5 million in fiscal 2016 from \$292.3 million in fiscal 2015, primarily on account of (i) an increase in employee costs by \$18.4 million on account of higher headcount, wage inflation and a \$2.5 million charge arising from the amendment to the India Payment of Bonus Act, 1965, which increased employee bonus amounts for certain wage categories retroactively from April 1, 2014, (ii) an increase in facilities costs by \$3.0 million due to an expansion of our existing facilities in the Gurgaon, India, South Africa and the Philippines and the addition of new facilities in South Africa and the Philippines, (iii) an increase in depreciation cost by \$1.0 million, and (iv) an increase in travel cost by \$0.9 million. Further, the depreciation of the Indian rupee and South African rand against the US dollar by an average of 7.1% and 24.3%, respectively, in fiscal 2016, as compared to the average exchange rate in fiscal 2015, resulted in a lower cost of revenue of approximately \$17.3 million.

Our other costs include selling and marketing expenses, general and administrative expenses and foreign exchange loss or gain. Our other costs decreased by \$4.5 million to \$77.6 million in fiscal 2016 from \$82.1 million in fiscal 2015, primarily on account of (i) an increase in foreign exchange gain by \$6.3 million, (ii) an increase in general and administrative expenses by \$2.0 million, and (iii) a decrease in selling and marketing expenses by \$0.2 million.

The foreign exchange gains were primarily due to higher gains of \$2.1 million from our rupee and pound denominated hedge contracts as a result of a depreciation of the pound sterling against the US dollar, and a higher foreign currency revaluation gain of \$4.3 million arising from a \$3.1 million gain in fiscal 2016 from a loss of \$1.3 million in fiscal 2015.

General and administrative expenses increased by \$2.0 million to \$59.5 million in fiscal 2016 from \$57.5 million in fiscal 2015, primarily due to an increase in employee costs as a result of higher salaries on account of a higher headcount and wage inflation, higher travel cost, higher legal and professional expenses, and the depreciation of the Indian rupee and South African rand against the US dollar by an average of 7.1% and 24.3%, respectively, for fiscal 2016, as compared to the average exchange rate for fiscal 2015, partially offset by lower facilities costs, and lower other costs.



## [Table of Contents](#)

Selling and marketing expenses decreased by \$0.2 million to \$29.1 million in fiscal 2016 from \$29.3 million in fiscal 2015, primarily due to a decrease in employee costs as a result of a decrease in sales headcount, lower legal and professional expenses and marketing costs, and the depreciation of the pound sterling against the US dollar by an average of 6.4% in fiscal 2016, as compared to the average exchange rate for fiscal 2015.

Segment operating profit in the WNS Global BPM segment increased by 35.9% to \$98.7 million in fiscal 2015 from \$72.6 million in fiscal 2014. The increase was primarily attributable to higher segment revenue, lower selling and marketing expenses and higher foreign exchange gains, partially offset by higher cost of revenue and higher general and administrative expenses.

Our cost of revenue includes employee costs, facilities costs, depreciation, legal and professional costs, travel costs and other related costs. Employee related costs represent the largest component of our cost of revenue for the WNS Global BPM segment. Our cost of revenue increased by \$16.4 million to \$292.3 million in fiscal 2015 from \$275.8 million in fiscal 2014, primarily on account of (i) an increase in employee costs by \$14.0 million due to an increase in salary and headcount, (ii) an increase in facilities costs by \$2.5 million due to an expansion of facilities in the Pune and Chennai in India and the addition of new facilities in the US, South Africa and China, and (iii) an increase in depreciation cost by \$0.6 million. These increases were partially offset by a decrease in travel costs by \$1.4 million. Further, the depreciation of the Indian rupee against the US dollar by an average of 1.2% in fiscal 2015 as compared to the average exchange rate in fiscal 2014, resulted in a lower cost of revenue of approximately \$2.0 million.

Our other costs include selling and marketing expenses, general and administrative expenses and foreign exchange loss or gain. Our other costs decreased by \$9.4 million to \$82.1 million in fiscal 2015 from \$91.5 million in fiscal 2014, primarily on account of (i) an increase in foreign exchange gain by \$16.0 million, (ii) an increase in general and administrative expenses by \$7.9 million, and (iii) a decrease in selling and marketing expenses by \$1.3 million.

The higher foreign exchange gains were primarily due to higher hedging gains of \$16.4 million from our rupee-denominated contracts as a result of a depreciation of the Indian rupee against the US dollar, partially offset by higher foreign currency revaluation losses by \$0.6 million to a loss of \$1.2 million in fiscal 2015 from a gain of \$0.6 million in fiscal 2014.

General and administrative expenses increased by \$7.9 million to \$57.5 million in fiscal 2015 from \$49.6 million in fiscal 2014, primarily due to an increase in employee costs as a result of an increase in headcount and wage increments and higher facilities cost, partially offset by the depreciation of the Indian rupee against the US dollar by an average of 1.2% in fiscal 2015 as compared to the average exchange rate in fiscal 2014.

Selling and marketing expenses decreased by \$1.3 million to \$29.3 million in fiscal 2015 from \$30.6 million in fiscal 2014, primarily due to a decrease in employee costs as a result of a decrease in sales headcount and a decrease in legal and professional expenses.

*Segment Profit.* Segment profit in the WNS Global BPM segment increased by 18.5% to \$103.5 million in fiscal 2016 from \$87.3 million in fiscal 2015. The increase in profit was primarily attributable to higher segment revenue, higher foreign exchange gains, lower finance expense and lower selling and marketing expenses, partially offset by higher cost of revenue, higher general and administrative expenses, and lower other income, net.

The other income, net decreased by \$3.7 million in fiscal 2016 to \$7.5 million from \$11.1 million in fiscal 2015 primarily due to a lower yield on our cash and cash equivalents and investments, and funds were utilized for our share repurchases commencing in fiscal 2016.

The finance expense for fiscal 2016 was \$0.3 million as compared to \$1.3 million in fiscal 2015 due to lower interest cost as a result of lower borrowings following scheduled repayments of our short term and long term loans.

Provision for income taxes in fiscal 2016 was \$20.9 million as compared to \$21.2 million in fiscal 2015. Provision for income taxes was lower as the provision in fiscal 2015 includes a \$1.7 million provision on account of a change in Indian tax law pursuant to the India Finance Act 2014, as a result of which a number of debt FMPs that we had invested in were re-categorized as short term capital assets as they had been held for less than 36 months and, accordingly, were subject to tax.

Segment profit in the WNS Global BPM segment increased by 32.3% to \$87.3 million in fiscal 2015 from \$66.0 million in fiscal 2014. The increase in profit was primarily attributable to higher segment revenue, lower general and administrative expenses, higher other income, and lower finance expense, partially offset by higher cost of revenue primarily due to higher employee cost and facilities cost, higher selling and marketing expenses and higher other costs primarily due to higher foreign exchange losses.

The other income, net increased by \$2.5 million in fiscal 2015 to \$11.1 million from \$8.6 million in fiscal 2014.

The finance expense for fiscal 2015 was \$1.3 million as compared to \$2.9 million in fiscal 2014 due to lower interest cost as a result of lower borrowings following scheduled repayments of our short term and long term loans.

## [Table of Contents](#)

Provision for income taxes in fiscal 2015 was \$21.2 million as compared to \$12.3 million in fiscal 2014. The increase in provision for income taxes was primarily on account of higher profits. The provision for income taxes for fiscal 2015 also includes a \$1.7 million provision on account of a change in Indian tax law pursuant to the India Finance Act 2014, as a result of which a number of our investments in debt FMPs which we have held for less than 36 months are required to be re-categorized as short term capital assets, which are subject to higher tax rates.

### **WNS Auto Claims BPM**

*Segment Revenue.* Revenue in the WNS Auto Claims BPM segment decreased by \$7.7 million to \$53.3 million in fiscal 2016 from \$61.1 million in fiscal 2015. The decrease was primarily on account of a decrease in revenue from existing clients of \$7.7 million, and a depreciation of the pound sterling against the US dollar by an average of 6.4% in fiscal 2016 as compared to the average exchange rate in fiscal 2015. Payments made to repair centers in fiscal 2016 increased by \$0.3 million to \$31.2 million from \$30.9 million in fiscal 2015.

Revenue less repair payments (non-GAAP) in this segment decreased by 26.6% to \$22.1 million in fiscal 2016 from \$30.2 million in fiscal 2015 primarily due to lower volume of business of \$7.7 million from existing clients.

Revenue in the WNS Auto Claims BPM segment decreased by \$1.9 million to \$61.1 million in fiscal 2015 from \$63.0 million in fiscal 2014. The decrease was primarily on account of a decrease in revenue from existing clients of \$2.0 million and revenue from new clients of \$0.1 million. The decrease was partially offset by an appreciation of the pound sterling against the US dollar by an average of 1.5% in fiscal 2015 as compared to the average exchange rate in fiscal 2014. Payments made to repair centers in fiscal 2015 decreased by \$0.2 million to \$30.9 million from \$31.1 million in fiscal 2014.

Revenue less repair payments (non-GAAP) in this segment decreased by 5.3% to \$30.2 million in fiscal 2015 from \$31.9 million in fiscal 2014 primarily due to lower volume of business of \$1.7 million from existing clients, partially offset by revenue less repair payments (non-GAAP) from new clients of \$0.1 million.

*Segment Operating Profit.* The segment reported an operating loss of \$1.2 million in fiscal 2016 as compared to a profit of \$5.4 million in fiscal 2015. This decrease was primarily on account of a decrease in revenue less repair payments (non-GAAP), and higher general and administrative expenses, partially offset by lower cost of revenue (excluding payments to repair centers) and lower selling and marketing expenses.

Our cost of revenue (excluding payments to repair centers) decreased by \$0.8 million to \$18.2 million in fiscal 2016 from \$18.9 million in fiscal 2015. The decrease in cost of revenue (excluding payments made to repair centers) was primarily on account of a decrease in our employee costs by \$1.4 million, an increase in other costs by \$0.7 million incurred to contract with claimants associated with our legal services business.

Our other costs include selling and marketing expenses, and general and administrative expenses. Our other costs decreased by \$0.6 million to \$5.2 million in fiscal 2016 from \$5.8 million in fiscal 2015, primarily on account of a decrease in selling and marketing expenses by \$0.7 million to \$0.4 million in fiscal 2016 from \$1.0 million in fiscal 2015, and an increase in general and administrative expenses by \$0.1 million to \$4.8 million in fiscal 2016 from \$4.6 million in fiscal 2015.

Segment operating profit decreased by \$2.0 million to \$5.4 million in fiscal 2015 from \$7.4 million in fiscal 2014. The decrease was primarily on account of a decrease in revenue less repair payments (non-GAAP), higher general and administrative expenses, partially offset by lower cost of revenue (excluding payments to repair centers) and selling and marketing expenses.

Our cost of revenue (excluding payments to repair centers) decreased by \$0.5 million to \$18.9 million in fiscal 2015 from \$19.4 million in fiscal 2014. The decrease in cost of revenue (excluding payments made to repair centers) was primarily on account of a decrease in facilities cost by \$0.9 million and depreciation cost by \$0.2 million, partially offset by an increase in our employee costs by \$0.5 million.

Our other costs include selling and marketing expenses, and general and administrative expenses. Our other costs increased by \$0.8 million to \$5.8 million in fiscal 2015 from \$5.0 million in fiscal 2014, primarily on account of an increase in general and administrative expenses by \$3.6 million to \$4.6 million in fiscal 2015 from \$1.1 million in fiscal 2014, partially offset by lower selling and marketing expenses by \$3.0 million to \$1.0 million in fiscal 2015 from \$4.0 million in fiscal 2014.

*Segment Profit.* The segment reported a loss of \$0.5 million in fiscal 2016 as compared to a profit of \$5.0 million in fiscal 2015. This was primarily attributable to the operating loss, partially offset by an increase in other income, net and lower provision for income tax.

The other income, net in fiscal 2016 was an income of \$1.0 million as compared to an income of \$0.8 million in fiscal 2015.

Provision for income taxes in fiscal 2016 was \$0.3 million as compared to \$1.2 million in fiscal 2015. The provision for income taxes in fiscal 2016 was lower primarily on account of lower taxable profits.

## [Table of Contents](#)

Segment profit decreased by \$1.3 million to \$5.0 million in fiscal 2015 from \$6.4 million in fiscal 2014. The decrease was primarily attributable to lower operating profit and a decrease in other income, net.

The other income, net in fiscal 2015 was an income of \$0.8 million as compared to an income of \$0.9 million in fiscal 2014.

Provision for income taxes in fiscal 2015 was \$1.2 million as compared to \$2.0 million in fiscal 2014. The provision for income taxes in fiscal 2015 was lower primarily on account of lower taxable profits.

### 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 management 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 operating profit 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 2016				Fiscal 2015			
	Three months ended				Three months ended			
	March 31, 2016	December 31, 2015	September 30, 2015	June 30, 2015	March 31, 2015	December 31, 2014	September 30, 2014	June 30, 2014
	(Unaudited, US dollars in millions)							
Revenue	\$ 142.6	\$ 144.4	\$ 141.0	\$ 134.1	\$ 132.9	\$ 136.0	\$ 134.1	\$ 131.0
Cost of revenue	92.2	93.8	90.5	88.8	86.8	85.1	84.5	86.2
Gross Profit	<b>50.4</b>	<b>50.5</b>	<b>50.5</b>	<b>45.3</b>	<b>46.0</b>	<b>50.8</b>	<b>49.5</b>	<b>44.8</b>
Operating expenses:								
Selling and marketing expenses	7.4	7.9	8.0	7.4	7.5	7.7	8.2	7.7
General and administrative expenses	20.8	19.7	20.4	18.0	17.9	18.8	17.0	16.2
Foreign exchange loss / (gains), net	(2.8)	(2.8)	(3.6)	(1.8)	(3.4)	(1.8)	(0.7)	1.3
Amortization of intangible assets	6.2	6.3	6.5	6.2	6.0	6.0	6.0	6.1
Operating profit	<b>18.8</b>	<b>19.3</b>	<b>19.3</b>	<b>15.4</b>	<b>18.0</b>	<b>20.1</b>	<b>18.9</b>	<b>13.5</b>
Other (income) expense, net	(2.6)	(1.9)	(1.8)	(2.2)	(2.8)	(3.1)	(2.9)	(3.1)
Finance expense	0.0	0.1	0.1	0.1	0.2	0.3	0.3	0.5
Provision for income taxes	5.5	5.4	5.5	4.7	5.9	6.3	6.2	4.0
Profit	<b>15.9</b>	<b>15.7</b>	<b>15.5</b>	<b>12.8</b>	<b>14.7</b>	<b>16.5</b>	<b>15.3</b>	<b>12.1</b>

[Table of Contents](#)

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

	Fiscal 2016				Fiscal 2015			
	Three months ended				Three months ended			
	March 31, 2016	December 31, 2015	September 30, 2015	June 30, 2015	March 31, 2015	December 31, 2014	September 30, 2014	June 30, 2014
	(Unaudited)							
Gross profit as a percentage of revenue	35.3%	35.0%	35.8%	33.8%	34.7%	37.4%	36.9%	34.2%
Operating income as a percentage of revenue	13.2%	13.4%	13.7%	11.5%	13.5%	14.8%	14.1%	10.3%
Gross profit as a percentage of revenue								
less repair payments (non-GAAP)	37.2%	37.2%	37.9%	35.8%	36.5%	39.6%	39.1%	36.7%
Operating income as a percentage of revenue								
less repair payments (non-GAAP)	13.9%	14.2%	14.5%	12.2%	14.3%	15.6%	15.0%	11.1%

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

	Fiscal 2016				Fiscal 2015			
	Three months ended				Three months ended			
	March 31, 2016	December 31, 2015	September 30, 2015	June 30, 2015	March 31, 2015	December 31, 2014	September 30, 2014	June 30, 2014
	(Unaudited, US dollars in millions)							
Revenue	\$ 142.6	\$ 144.4	\$ 141.0	\$ 134.1	\$ 132.9	\$ 136.0	\$ 134.1	\$ 131.0
Less: Payments to repair centers	7.3	8.5	7.7	7.6	6.8	7.6	7.5	8.9
Revenue less repair payments (non-GAAP)	<u>\$ 135.3</u>	<u>\$ 135.9</u>	<u>\$ 133.3</u>	<u>\$ 126.5</u>	<u>\$ 126.1</u>	<u>\$ 128.4</u>	<u>\$ 126.5</u>	<u>\$ 122.1</u>

[Table of Contents](#)**Contractual Obligations**

Our principal commitments consist of expected principal cash payments relating to our obligations under operating leases for office space, which represent minimum lease payments for office space, and purchase obligations for property and equipment. The following table sets out our total future contractual obligations as at March 31, 2016 on a consolidated basis:

	Payments Due By Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating leases	113,024	20,237	37,423	27,511	27,853
Purchase obligations	4,389	4,389	—	—	—
Total	\$117,413	24,626	37,423	27,511	27,853

Uncertain income tax liabilities totaling \$13.7 million are excluded from the table because we cannot make a reasonable estimate of the period of cash settlement with the relevant taxing authority.

### **Off-Balance Sheet Arrangements**

We have no off-balance sheet arrangements or obligations.

### **Tax Assessment Orders**

Transfer pricing regulations to which we are subject require that any international transaction among the WNS group enterprises be on arm's-length terms. Transfer pricing regulations in India have been extended to cover specified Indian domestic transactions as well. We believe that the international and India domestic transactions among the WNS group enterprises are on arm's-length terms. If, however, the applicable tax authorities determine that the transactions among the WNS group enterprises do not meet arm's-length criteria, we may incur increased tax liability, including accrued interest and penalties. This would cause our tax expense to increase, possibly materially, thereby reducing our profitability and cash flows. We have signed an advance pricing agreement with the Government of India providing for the agreement on transfer pricing matters over certain transactions covered thereunder for a period of five years starting from April 2013. The applicable tax authorities may also disallow deductions or tax holiday benefits claimed by us and assess additional taxable income on us in connection with their review of our tax returns.

From time to time, we receive orders of assessment from the Indian tax authorities assessing additional taxable income on us and/or our subsidiaries in connection with their review of our tax returns. We currently have orders of assessment for fiscal 2004 through fiscal 2012 pending before various appellate authorities. These orders assess additional taxable income that could in the aggregate give rise to an estimated ₹ 2,798.2 million (\$42.2 million based on the exchange rate on March 31, 2016) in additional taxes, including interest of ₹ 1,029.7 million (\$15.5 million based on the exchange rate on March 31, 2016).

## [Table of Contents](#)

The following sets forth the details of these orders of assessment:

Entities	Tax year(s)	Amount demanded (including interest)		Interest on amount Demanded	
		(₹ and US dollars in millions)			
WNS Global	Fiscal 2004	₹ 12.5	\$ (0.2) <sup>(1)</sup>	₹ 3.1	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2005	₹ 27.4	\$ (0.4) <sup>(1)</sup>	₹ 8.6	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2006	₹ 527.1	\$ (8.0) <sup>(1)</sup>	₹ 194.9	\$ (2.9) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2006	₹ 67.9	\$ (1.0) <sup>(1)</sup>	₹ 24.1	\$ (0.3) <sup>(1)</sup>
WNS Global	Fiscal 2007	₹ 98.7	\$ (1.5) <sup>(1)</sup>	₹ 31.9	\$ (0.5) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2007	₹ 34.3	\$ (0.5) <sup>(1)</sup>	₹ 10.8	\$ (0.2) <sup>(1)</sup>
WNS Global	Fiscal 2008	₹ 819.6	\$ (12.3) <sup>(1)</sup>	₹ 344.1	\$ (5.1) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2008	₹ 28.0	\$ (0.4) <sup>(1)</sup>	₹ 8.9	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2009	₹ 973.9	\$ (14.7) <sup>(1)</sup>	₹ 336.9	\$ (5.0) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2009	₹ 21.1	\$ (0.3) <sup>(1)</sup>	₹ 4.1	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2010	₹ 60.2	\$ (0.9) <sup>(1)</sup>	₹ 23.5	\$ (0.4) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2010	₹ 1.8	\$ (0.1) <sup>(1)</sup>	₹ 0.4	\$ (0.1) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2011	₹ 9.7	\$ (0.1) <sup>(1)</sup>	₹ 3.2	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2012	₹ 116.0	\$ (1.8) <sup>(1)</sup>	₹ 35.2	\$ (0.5) <sup>(1)</sup>
Total		₹ 2,798.2	\$ (42.2) <sup>(1)</sup>	₹ 1,029.7	\$ (15.5) <sup>(1)</sup>

### Note:

(1) Based on the exchange rate as at March 31, 2016.

The aforementioned orders of assessment allege that the transfer prices we applied to certain of the international transactions between WNS Global or WNS BCS (each of which is one of our Indian subsidiaries), as the case may be, and our other wholly-owned subsidiaries named above were not on arm's-length terms, disallow a tax holiday benefit claimed by us, deny the set off of brought forward business losses and unabsorbed depreciation and disallow certain expenses claimed as tax deductible by WNS Global or WNS BCS, as the case may be. As at March 31, 2016, we have provided a tax reserve of ₹ 907.0 million (\$13.7 million based on the exchange rate on March 31, 2016) primarily on account of the Indian tax authorities' denying the set-off of brought forward business losses and unabsorbed depreciation. We have appealed against these orders of assessment before higher appellate authorities.

## [Table of Contents](#)

In addition, we currently have orders of assessment pertaining to similar issues that have been decided in our favor by first level appellate authorities, vacating tax demands of ₹ 2,845.7 million (\$42.9 million based on the exchange rate on March 31, 2016) in additional taxes, including interest of ₹ 879.3 million (\$13.3 million based on the exchange rate on March 31, 2016). The income tax authorities have filed appeals against these orders at higher appellate authorities.

In case of disputes, the Indian tax authorities may require us to deposit with them all or a portion of the disputed amounts pending resolution of the matters on appeal. Any amount paid by us as deposits will be refunded to us with interest if we succeed in our appeals. We have deposited some portion of the disputed amount with the tax authorities and may be required to deposit the remaining portion of the disputed amount with the tax authorities pending final resolution of the respective matters.

As at March 31, 2016, corporate tax returns for fiscal years 2013 and thereafter remain subject to examination by tax authorities in India.

After consultation with our Indian tax advisors and based on the facts of these cases, certain legal opinions from counsel, the nature of the tax authorities' disallowances and the orders from first level appellate authorities deciding similar issues in our favor in respect of assessment orders for earlier fiscal years, we believe these orders are unlikely to be sustained at the higher appellate authorities and we intend to vigorously dispute the orders of assessment.

In March 2009, we also received an assessment order from the Indian Service Tax Authority demanding payment of ₹ 348.1 million (\$5.3 million based on the exchange rate on March 31, 2016) of service tax and related penalty for the period from March 1, 2003 to January 31, 2005. The assessment order alleges that service tax is payable in India on BPM services provided by WNS Global to clients based abroad as the export proceeds are repatriated outside India by WNS Global. In response to an appeal filed by us with the appellate tribunal against the assessment order in April 2009, the appellate tribunal has remanded the matter back to the lower tax authorities to be adjudicated afresh. Based on consultations with our Indian tax advisors, we believe this order of assessment is more likely than not to be upheld in our favor. We intend to continue to vigorously dispute the assessment.

No assurance can be given, however, that we will prevail in our tax disputes. If we do not prevail, payment of additional taxes, interest and penalties may adversely affect our results of operations, financial condition and cash flows. There can also be no assurance that we will not receive similar or additional orders of assessment in the future.

### **Liquidity and Capital Resources**

Our capital requirements are principally for any debt repayment and the establishment of operating facilities to support our growth and acquisitions, and for fiscal 2017 and 2016, to fund the repurchase of ADSs under our share repurchase programs, as described in further detail below, see “— Share Repurchases”. Our sources of liquidity include cash and cash equivalents and cash flow from operations, supplemented by equity and debt financing and bank credit lines as required.

As at March 31, 2016, we had cash and cash equivalents of \$41.8 million which were primarily held in US dollars, Indian rupees, pound sterling and Philippines pesos. We typically seek to invest our available cash on hand in bank deposits and money market instruments. Our investments includes marketable securities consisting of bank deposits and liquid mutual funds, which totaled \$132.9 million as at March 31, 2016.

As at March 31, 2016, our Indian subsidiary, WNS Global, had a secured line of credit of ₹ 900.0 million (\$13.6 million based on the exchange rate on March 31, 2016) from The Hongkong and Shanghai Banking Corporation Limited, and unsecured lines of credit of \$15.0 million from BNP Paribas, ₹ 1,200.0 million (\$18.1 million based on the exchange rate on March 31, 2016) from Citibank N.A. ₹ 810.0 million (\$12.2 million based on the exchange rate on March 31, 2016) from Standard Chartered Bank for working capital purposes. Interest on these lines of credit would be determined on the date of the borrowing. These lines of credit generally can be withdrawn by the relevant lender at any time. As at March 31, 2016, there was no amount utilized from these lines of credit.



## [Table of Contents](#)

In March 2012, WNS Global obtained from HSBC Bank (Mauritius) Limited a three-year term loan facility for \$7.0 million. On April 16, 2012, June 20, 2012 and August 16, 2012, we drew down \$2.0, \$3.0 and \$2.0 million, respectively, from this facility. The facility was utilized for the purpose of funding WNS Global's capital expenditure plans for fiscal 2013 in compliance with the Reserve Bank of India's guidelines on "External Commercial Borrowings and Trade Credits." The interest rate payable on the facility was initially US dollar LIBOR plus a margin of 3.5% per annum. Effective July 16, 2014, the margin was reduced to 3.1% per annum. The facility was fully repaid on August 17, 2015.

In March 2012, WNS UK obtained from HSBC Bank plc. an additional three-year term loan facility for £6.1 million (\$8.8 million based on the exchange rate on March 31, 2016), which was fully drawn on March 30, 2012. WNS UK also rolled over on March 30, 2012 its then existing term loan of £9.9 million (\$14.2 million based on the exchange rate on March 31, 2016) from HSBC Bank plc. (which was originally scheduled to mature on July 7, 2012) for three years until July 7, 2015. The facilities were for the purpose of providing inter-company loans within our company and funding capital expenditures. These facilities bore interest at Bank of England base rate plus a margin of 2.25% per annum. Interest was payable on a quarterly basis. 20% of the principal amount of each loan was repaid at the end of each of 18, 24 and 30 months after drawdown and a final installment of 40% of the principal amount of each loan was repaid at the end of 36 months after drawdown. The facility was fully repaid on July 7, 2015.

In February 2016, WNS UK renewed its working capital facility obtained from HSBC Bank plc. of £9.9 million (\$14.2 million based on the exchange rate on March 31, 2016) until February 28, 2017. The working capital facility bears interest at Bank of England base rate plus a margin of 2.45% per annum and has been renewed at the existing rate. Interest is payable on a quarterly basis. The facility is subject to conditions to drawdown and can be withdrawn by the lender at any time by notice to the borrower. As at March 31, 2016, there was no outstanding amount under this facility.

As at March 31, 2016, our South African subsidiary, WNS Global Services SA (Pty) Ltd., had an unsecured line of credit of ZAR 30.0 million (\$2.0 million based on the exchange rate on March 31, 2016) from The HSBC Bank plc. This line of credit is for working capital purpose and can be withdrawn by the lender at any time. As at March 31, 2016, there was no outstanding amount under this facility.

Based on our current level of operations, we expect that our anticipated cash generated from operating activities, cash and cash equivalents on hand, and use of existing credit facilities will be sufficient to fund the \$17.5 million cash consideration (plus adjustments for cash and working capital) for the acquisition of Value Edge (which is expected to be completed in the first quarter of fiscal 2017, subject to regulatory approval and other customary closing conditions) and to meet our estimated capital expenditures, working capital needs and any debt repayment obligations for the next 12 months. However, if our lines of credit were to become unavailable for any reason, we may require additional financing to meet our capital expenditures, working capital needs and any debt repayment obligations. We currently expect our capital expenditures needs in fiscal 2017 to be between \$22.0 million to \$25.0 million, a significant amount of which we expect to spend on infrastructure build-out and the streamlining of our operations. The geographical distribution, timing and volume of our capital expenditures in the future will depend on new client contracts we may enter into or the expansion of our business under our existing client contracts. As at March 31, 2016, we had commitments for capital expenditures of \$4.4 million relating to the purchase of property and equipment for our delivery centers. Of this committed amount, we plan to spend approximately \$2.3 million in India, approximately \$1.5 million in South Africa, approximately \$0.2 million in the UK, approximately \$0.1 million in Europe (excluding the UK), and approximately \$0.3 million in the rest of the world. We expect to fund these estimated capital expenditures from cash generated from operating activities, existing cash and cash equivalents and existing credit facilities. Further, under the current volatile conditions as discussed under "— Global Economic Conditions" above, there can be no assurance that our business activity would be maintained at the expected level to generate the anticipated cash flows from operations. If the current market conditions persist or further deteriorate, we may experience a decrease in demand for our services, resulting in our cash flows from operations being lower than anticipated. If our cash flows from operations are lower than anticipated, including as a result of the ongoing downturn in the market conditions or otherwise, we may need to obtain financing to pursue certain of our expansion plans and meet any debt repayment obligations. Further, we may in the future consider making further acquisitions. If we have significant growth through acquisitions or require additional operating facilities beyond those currently planned to service new client contracts, we may also need to obtain financing. We believe in maintaining maximum flexibility when it comes to financing our business. We regularly evaluate our current and future financing needs. Depending on market conditions, we may access the capital markets to strengthen our capital position, and provide us with additional liquidity for general corporate purposes, which may include capital expenditures acquisitions, refinancing of any indebtedness and working capital. If current market conditions continue to persist or deteriorate further, we may not be able to obtain financing or any such financing may be available to us on unfavorable terms. An inability to pursue additional opportunities will have a material adverse effect on our ability to maintain our desired level of revenue growth in future periods.

## [Table of Contents](#)

The following table shows our cash flows for fiscal 2016, 2015 and 2014:

	Year ended March 31,		
	2016	2015	2014
	(US dollars in millions)		
Net cash provided by operating activities	\$102.9	\$ 95.5	\$ 81.4
Net cash used in investing activities	\$ (30.1)	\$(40.2)	\$(50.9)
Net cash used in financing activities	\$ (55.2)	\$(54.9)	\$(14.9)

### *Cash Flows from Operating Activities*

Net cash provided by operating activities increased to \$102.9 million for fiscal 2016 from \$95.5 million for fiscal 2015. The increase in net cash provided by operating activities for fiscal 2016 as compared to fiscal 2015 was attributable to an increase in profit as adjusted by non-cash related items by \$19.3 million, a decrease in interest paid by \$1.1 million and an increase in interest received by \$0.8 million, which was partially offset by an increase in cash outflow towards working capital by \$10.1 million and an increase in taxes paid by \$3.8 million.

The increase in profit as adjusted for non-cash related items by \$19.3 million was primarily on account of (i) an increase in share-based compensation expense by \$8.4 million, (ii) an increase in unrealized exchange losses by \$5.7 million, (iii) a decrease in mark to market gains on fixed maturity plans by \$4.5 million, (iv) an increase in current tax expense by \$2.7 million, (v) an increase in depreciation and amortization expense by \$2.1 million, (vi) a decrease in unrealized gains on derivative instruments by \$1.9 million, (vii) an increase in profit by \$1.3 million, and (viii) a decrease in gains from sale of property and equipment by \$0.5 million.

This increase was partially offset by (i) a decrease in deferred income tax by \$3.9 million, (ii) a decrease in allowance for doubtful accounts by \$1.5 million, (iii) a decrease in interest expense by \$1.0 million, (iv) an increase in interest income by \$0.8 million, and (v) an increase in dividend income by \$0.6 million

Cash outflow towards working capital increased by \$10.1 million for fiscal 2016 as compared to fiscal 2015, primarily as a result of a decrease in cash inflow from other assets by \$10.3 million, which mainly includes other advances, derivative assets and prepaid expenses, and a decrease in cash inflows from other liabilities by \$4.8 million, which was partially offset by a decrease in cash outflows for accounts payables and deferred revenue by \$2.9 million, and a decrease in cash outflows for accounts receivables and unbilled revenue by \$2.2 million.

Net cash provided by operating activities increased to \$95.5 million for fiscal 2015 from \$81.4 million for fiscal 2014. The increase in net cash provided by operating activities for fiscal 2015 as compared to fiscal 2014 was attributable to an increase in profit as adjusted by non-cash related items by \$11.1 million, an increase in cash inflow from working capital changes by \$5.7 million, a decrease in interest paid by \$1.6 million and an increase in interest received by \$0.1 million which was partially offset by an increase in taxes paid by \$4.4 million.

The increase in profit as adjusted for non-cash related items by \$11.1 million was primarily on account of (i) an increase in profit by \$17.0 million, (ii) an increase in current tax expense by \$5.1 million, (iii) a decrease in deferred tax credit by \$3.0 million, (iv) an increase in share-based compensation expense by \$2.6 million, (v) an increase in allowance for doubtful debts by \$1.2 million, (vi) an increase in depreciation and amortization expense by \$0.8 million, and (vii) a decrease in unrealized hedging gain by \$0.5 million.

This increase was partially offset by (i) a decrease in unrealized exchange losses by \$14.5 million, (ii) a decrease in interest expense by \$1.6 million, (iii) a decrease in deferred rent expense by \$0.6 million, (iv) an increase in dividend income by \$1.3 million on account of our investment in marketable securities, (v) an increase in mark to market gain on fixed maturity plans by \$0.6 million, and (vi) an increase in gain on sale of property and equipment by \$0.6 million.

Cash flow from working capital changes increased by \$5.7 million for fiscal 2015 as compared to fiscal 2014, primarily as a result of a decrease in cash outflow towards settlement of other liabilities primarily due to settlement of accrued expenses by \$8.7 million, an increase in cash inflow from other advances by \$1.7 million which was partially offset by a decrease in cash inflows from accounts receivables primarily due to an increase in unbilled receivables by \$3.8 million and an increase in payments towards accounts payables by \$1.2 million.

## [Table of Contents](#)

### *Cash Flows from Investing Activities*

Net cash used in investing activities decreased to \$30.1 million for fiscal 2016 from \$40.2 million for fiscal 2015. Investing activities in fiscal 2016 and fiscal 2015 consisted of the following: (i) net amount invested in purchase of marketable securities in fiscal 2016 of \$29.6 million as compared to a net purchase of marketable securities of \$78.4 million in fiscal 2015, (ii) proceeds received from maturity of fixed deposits was \$8.8 million in fiscal 2016 as compared to an inflow of \$Nil in fiscal 2015 from maturity of fixed deposits, (iii) investment in fixed deposits of \$14.8 million in fiscal 2016 as compared to \$9.6 million investments in fixed deposits in fiscal 2015, (iv) amount received from sale of FMPs was \$30.1 million in fiscal 2016 as compared to an inflow of \$ 66.1 million from sale of FMPs, (v) capital expenditure of \$27.5 million incurred for leasehold improvements, including the purchase of computers, furniture, fixtures and other office equipment and software (classified as intangibles) associated with expanding the capacity of our delivery centers, for fiscal 2016, as compared to capital expenditure of \$23.0 million in fiscal 2015, (vi) an amount of \$2.6 million paid towards our Telkom business combination in fiscal 2016 as compared to \$0.3 million paid towards acquisitions of certain assets and the related workforce from iSoftStone in fiscal 2015, and (vii) dividend received in fiscal 2016 increased to \$5.0 million from \$4.4 million in fiscal 2015.

Net cash used in investing activities decreased to \$40.2 million for fiscal 2015 from \$50.9 million for fiscal 2014. Investing activities in fiscal 2015 and fiscal 2014 consisted of the following: (i) net amount invested in marketable securities in fiscal 2015 of \$78.4 million as compared to a net sale of marketable securities of \$23.6 million in fiscal 2014, (ii) proceeds received from sale of fixed maturity plans was \$66.1 million in fiscal 2015 as compared to an outflow towards purchase of fixed maturity plans of \$50.5 million in fiscal 2014, (iii) investment in fixed deposits of \$9.6 million in fiscal 2015 as compared to nil fixed deposits investments in fiscal 2014, (iv) an amount of \$0.3 million paid towards acquisitions of certain assets and the related workforce from iSoftStone in fiscal 2015 as compared to \$7.6 million in on account of payment towards the settlement of the second and final installment of the purchase consideration of the Fusion acquisition in fiscal 2014, (v) the capital expenditures of \$23.0 million incurred for leasehold improvements, including the purchase of computers, furniture, fixtures and other office equipment and software (classified as intangibles) associated with expanding the capacity of our delivery centers, for fiscal 2015, which represented an increase of \$3.4 million as compared to fiscal 2014, and (vi) dividend received in fiscal 2015 increased to \$4.4 million from \$3.1 million in fiscal 2014.

### *Cash Flows from Financing Activities*

Net cash used in financing activities was \$55.2 million in fiscal 2016, as compared to \$54.9 million in fiscal 2015. Financing activities primarily consisted of (i) \$30.5 million for share repurchase in fiscal 2016 as compared to \$Nil in fiscal 2015, (ii) repayments of short term debt by WNS Global Services India Private Limited of \$12.0 million and by WNS UK of \$1.1 million in fiscal 2016 as compared to repayments of short term debt by WNS Global Services India Private Limited of \$39.2 million and by WNS UK of \$4.3 million in fiscal 2015, (iii) repayment of long term debt by WNS Global Services India Private Limited of \$7.0 million and by WNS UK of \$6.2 million in fiscal 2016 as compared to repayment of long term debt by WNS UK of \$12.0 million and by WNS Global Services India Private Limited of \$ Nil in fiscal 2015, and (iv) proceeds from exercise of employee stock options of \$1.3 million in fiscal 2016 as compared to \$0.5 million in fiscal 2015.

Net cash used in financing activities was \$54.9 million for fiscal 2015, as compared to \$14.9 million for fiscal 2014. Financing activities primarily consisted of (i) repayments of long term debt taken by WNS UK of \$12.0 million in fiscal 2015 as compared to repayments of long term debt taken by WNS Global Services India Private Limited of \$8.5 million, by WNS UK of \$7.3 million and by WNS Global Services Philippines Inc. of \$1.1 million in fiscal 2014, and (ii) repayment of short term debt taken by WNS Global Services India Private Limited of \$39.2 million and by WNS UK of \$4.3 million in fiscal 2015 as compared to a short term debt taken by WNS Global Services India Private Limited of \$7.2 million, partially offset by short term debt repaid by WNS UK of \$5.6 million in fiscal 2014.

### **Share Repurchases**

In March 2016, our shareholders authorized a share repurchase program for the repurchase of up to 3.3 million of our ADSs at a price range of \$10 to \$50 per ADS. Pursuant to the terms of the repurchase program, our ADSs may be purchased in the open market from time to time for 36 months from March 16, 2016, the date the shareholders resolution approving the repurchase program was passed. We intend to fund the repurchase program with cash on hand. We are not obligated under the repurchase program to repurchase a specific number of ADSs, and the repurchase program may be suspended at any time at our discretion. We intend to hold the shares underlying any such repurchased ADSs as treasury stock.

In March 2015, our shareholders authorized a share repurchase program for the repurchase of up to 1.1 million of our ADSs at a price range of \$10 to \$30 per ADS, in the open market from time to time for 12 months from April 1, 2015. In fiscal 2016, we purchased 1.1 million ADSs in the open market at the average price per ADS of \$27.65 for a total consideration of \$30.5 million (including transaction costs). The shares underlying these purchased ADSs have been accounted for as treasury stock, at cost. These share repurchases were funded with cash on hand.

## **New Accounting Pronouncements Not Yet Adopted by our Company**

Certain new standards, interpretations and amendments to existing standards have been published that are mandatory for our accounting periods beginning on or after April 1, 2016 or later periods. Those which are considered to be relevant to our operations are set out below.

- i. In May 2014, the IASB issued IFRS 15 “Revenue from Contracts with Customers” (“IFRS 15”). This standard provides a single, principle-based five-step model to be applied to all contracts with customers. Guidance is provided on topics such as the point at which revenue is recognized, accounting for variable consideration, costs of fulfilling and obtaining a contract and various other related matters. IFRS 15 also introduced new disclosure requirements with respect to revenue.

The five steps in the model under IFRS 15 are : (i) identify the contract with the customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contracts; and (v) recognize revenue when (or as) the entity satisfies a performance obligation.

IFRS 15 replaces the following standards and interpretations:

- [IAS 11](#) “Construction Contracts”
- [IAS 18](#) “Revenue”
- [IFRIC 13](#) “Customer Loyalty Programmes”
- [IFRIC 15](#) “Agreements for the Construction of Real Estate”
- [IFRIC 18](#) “Transfers of Assets from Customers”
- [SIC-31](#) “Revenue - Barter Transactions Involving Advertising Services”

When first applying IFRS 15, it should be applied in full for the current period, including retrospective application to all contracts that were not yet complete at the beginning of that period. In respect of prior periods, the transition guidance allows an option to either:

- apply IFRS 15 in full to prior periods (with certain limited practical expedients being available); or
- retain prior period figures as reported under the previous standards, recognizing the cumulative effect of applying IFRS 15 as an adjustment to the opening balance of equity as at the date of initial application (beginning of current reporting period).

In April 2016, the IASB issued amendments to IFRS 15, clarifying some requirements and providing additional transitional relief for companies. The amendments do not change the underlying principles of IFRS 15 but clarify how those principles should be applied. The amendments clarify how to:

- identify a performance obligation (the promise to transfer a good or a service to a customer) in a contract;
- determine whether a company is a principal (the provider of a good or service) or an agent (responsible for arranging for the good or service to be provided); and
- determine whether the revenue from granting a license should be recognized at a point in time or over time.

In addition to the clarifications, the amendments include two additional reliefs to reduce cost and complexity for a company when it first applies IFRS 15. The amendments have the same effective date as IFRS 15.

IFRS 15 is effective for fiscal years beginning on or after January 1, 2018. Earlier application is permitted.

We are currently evaluating the impact that this new standard will have on our consolidated financial statements.

## [Table of Contents](#)

- ii. In July 2014, the IASB finalized and issued IFRS 9 – “Financial Instruments” (“IFRS 9”). IFRS 9 replaces IAS 39 “Financial instruments: recognition and measurement, the previous Standard which dealt with the recognition and measurement of financial instruments in its entirety upon former’s effective date.

Key requirements of IFRS 9:

- i. Replaces IAS 39’s measurement categories with the following three categories:
  - fair value through profit or loss (‘FVTPL’)
  - fair value through other comprehensive income (‘FVTOCI’)
  - amortized cost
- ii. Eliminates the requirement for separation of embedded derivatives from hybrid financial assets, the classification requirements to be applied to the hybrid financial asset in its entirety.
- iii. Requires an entity to present the amount of change in fair value due to change in entity’s own credit risk in other comprehensive income.
- iv. Introduces new impairment model, under which the “expected” credit loss is required to be recognized as compared to the existing “incurred” credit loss model of IAS 39.
- v. Fundamental changes in hedge accounting by introduction of new general hedge accounting model which:
  - Increases the eligibility of hedged item and hedging instruments;
  - Introduces a more principles-based approach to assess hedge effectiveness.

IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

Earlier application is permitted provided that all the requirements in the Standard are applied at the same time with two exceptions:

- (1) The requirement to present changes in the fair value of a liability due to changes in own credit risk may be applied early in isolation;
- (2) Entity may choose as its accounting policy choice to continue to apply hedge accounting requirements of IAS 39 instead of new general hedge accounting model as provided in IFRS 9.

We are currently evaluating the impact of this new standard on our consolidated financial statements.

- iii. In January 2016, the IASB has issued IFRS 16 “Leases” (“IFRS 16”). Key changes in IFRS 16 include:
  - eliminates the requirement to classify a lease as either operating or finance lease in the books of lessee.
  - introduces a single lessee accounting model, which requires lessee to recognize assets and liabilities for all leases, initially measured at the present value of unavoidable future lease payment. Entity may elect not to apply this accounting requirement to short term leases and leases for which underlying asset is of low value.
  - replaces the straight-line operating lease expense model with a depreciation charge for the lease asset (included within operating costs) and an interest expense on the lease liability (included within finance costs).
  - requires lessee to classify cash payments for principal and interest portion of lease arrangement within financing activities and financing/operating activities respectively in the cash flow statements.
  - requires entities to determine whether a contract conveys the right to control the use of an identified asset for a period of time to assess whether that contract is, or contains, a lease.

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## [Table of Contents](#)

IFRS 16 replaces IAS 17, “Leases” and related interpretations viz. IFRIC 4, “Determining whether an Arrangement contains a Lease”; SIC-15, “Operating Leases—Incentives”; and SIC-27, “Evaluating the Substance of Transactions Involving the Legal Form of a Lease”.

IFRS 16 substantially carries forward lessor accounting requirements in IAS 17, “Leases”. Disclosures, however, have been enhanced.

IFRS 16 is effective for annual reporting periods beginning on or after 1 January 2019. Early application is permitted for entities that apply IFRS 15, “Revenue from Contracts with Customers” at or before the date of initial application of IFRS 16.

A lessee shall apply IFRS 16 either retrospectively to each prior reporting period presented or record a cumulative effect of initial application of IFRS 16 as an adjustment to opening balance of equity at the date of initial application.

We are currently evaluating the impact of this new standard on our consolidated financial statements.

iv. In January 2016, the IASB issued amendments to IAS 12 – “Income Taxes” to clarify the following:

- the carrying value of an asset does not limit the estimation of probable future taxable profits.
- estimates for future taxable profits exclude tax deductions resulting from the reversal of deductible temporary differences.
- an entity assesses a deferred tax asset in combination with other deferred tax assets. Where tax law restricts the utilization of tax losses, an entity would assess a deferred tax asset in combination with other deferred tax assets of the same type.

The amendments are effective for annual periods beginning on or after January 1, 2017. Earlier application is permitted.

We expect the adoption of these amendments will have no impact on our consolidated financial statements.

v. In January 2016, the IASB issued amendments in IAS 7- Statement of Cash Flows to clarify and improve information provided to users of financial statements about an entity’s financing activities.

The IASB requires that the following changes in liabilities arising from financing activities to be disclosed (to the extent necessary):

- changes from financing cash flows;
- changes arising from obtaining and losing control of subsidiaries or other businesses;
- the effect of changes of foreign exchange rates;
- changes in fair value; and
- other changes

The amendments are effective for annual periods beginning on or after January 1, 2017. Earlier application is permitted. Entities need not present comparative information when they first apply the amendments.

We are currently evaluating the effect of this amendment on our consolidated financial statements.

[Table of Contents](#)

**ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**

**A. Directors and Executive Officers**

Our Board of Directors consists of nine directors.

The following table sets forth the name, age (as at March 31, 2016) and position of each of our directors and executive officers as at the date hereof.

<u>Name</u>	<u>Age</u>	<u>Designation</u>
<b>Directors</b>		
Adrian T. Dillon <sup>(1)(2)</sup>	62	Non-Executive Chairman
Albert Aboody <sup>(3)</sup>	68	Director
Anthony A. Greener <sup>(1)(4)</sup>	75	Director
Gareth Williams <sup>(5)</sup>	63	Director
John Freeland <sup>(6)</sup>	62	Director
Keshav R. Murugesh	52	Director and Group Chief Executive Officer
Michael Menezes <sup>(6)</sup>	63	Director
Renu S. Karnad <sup>(1)(2)</sup>	63	Director
Francoise Gri <sup>(6)(7)</sup>	58	Director
<b>Executive Officers</b>		
Keshav R. Murugesh	52	Group Chief Executive Officer
Sanjay Puria	42	Group Chief Financial Officer
Ronald Gillette	59	Chief Operating Officer
Swaminathan Rajamani	39	Chief People Officer

**Notes:**

- (1) Member of our Compensation Committee.
- (2) Member of our Nominating and Corporate Governance Committee.
- (3) Chairman of our Audit Committee.
- (4) Chairman of our Nominating and Corporate Governance Committee.
- (5) Chairman of our Compensation Committee.
- (6) Member of our Audit Committee.
- (7) Appointed as a director of our company with effect from May 6, 2015.

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



## Directors

*Adrian T. Dillon* was appointed to our Board of Directors in September 2012 and was designated as Non-Executive Vice Chairman of the Board in January 2013. In January, 2014 he was appointed as the Non-Executive Chairman of the Board. He is currently a member of the Board of Directors and Chairman of the Audit and Finance Committees of Williams-Sonoma, Inc. During his career, he has served as a member of the Board of Wonga Group Limited, from 2013 to 2015, NDS Group Limited, from 2011 to 2012, Verigy Pty, from 2006 to 2007 and LumiLeds Inc., from 2002 to 2007. He has also held key finance roles including Chief Financial and Administrative Officer at Skype Limited, from 2010 to 2011, Executive Vice President - Finance & Administration and Chief Financial Officer at Agilent Technologies, Inc., from 2001 to 2010 and held various positions at Eaton Corporation, from 1979 to 2001, including Executive Vice President and Chief Financial and Planning Officer from 1995-2001. He was a member and past Chairman of The Conference Board Council of Financial Executives. Mr. Dillon graduated from Amherst College with a Bachelor of Arts degree in economics.

*Albert Aboody* was appointed to our Board of Directors in June 2010 and also serves as the chairman of our Audit Committee. Mr. Aboody is based in the US. Prior to his appointment as our director, he was a partner with KPMG, US. In this role, he served on the Board of KPMG, India, including as Deputy Chairman and as head of its audit department. He also co-authored chapters on the Commission's reporting requirements in the 2001-2008 annual editions of the Corporate Controller's Manual. Mr. Aboody is a member of the American Institute of Certified Public Accountants. He was a post-graduate research scholar at Cambridge University and received a Bachelor of Arts degree from Princeton University.

*Sir Anthony A. Greener* was appointed to our Board of Directors in June 2007. He was the Deputy Chairman of British Telecom from 2001 to 2006 and Chairman of the Qualifications and Curriculum Authority from 2002 to 2008 and Diageo plc from 1997 to 2000. Prior to that, Sir Greener was the Chairman and Chief Executive of Guinness plc from 1992 to 1997 and the Chief Executive Officer of Dunhill Holdings from 1974 to 1986. Sir Greener is presently Chairman of the St Giles Trust (since 2009), and the Minton Trust (since 2007). He is a Director of Williams-Sonoma Inc. (since 2007), and United Church Schools which is now known as United Learning (since 2005). He was a Director of Robert Mondavi from 2000 to 2005. Sir Greener was honored with a knighthood in 1999 for his services to the beverage industry and is also a Fellow Member of the Chartered Institute of Management Accountants.

*Gareth Williams* was appointed to our Board of Directors in January 2014. Currently Mr. Williams serves as the Non-Executive Director of YSC and as an independent director of SAGA plc. He also served as the advisor to the CEO of Diageo plc till June, 2014. Prior to his appointment to our Board, he was Director, Human Resources at Diageo plc, one of the world's leading premium drink companies. Prior to taking over as Head of Human Resources at Diageo in January 1999, Mr. Williams held a series of key positions in HR at Grand Metropolitan, plc in North America and the UK from 1984 to 1998, leading up to the merger with Guinness that formed Diageo. Before joining Grand Metropolitan, he spent 10 years with Ford of Britain in a number of HR roles. Mr. Williams graduated with a Bachelor of Arts degree in Economics from the Warwick University.

*John Freeland* was appointed to our Board of Directors in September 2014. Mr. Freeland is the Chairman and Co-founder of Surface Architectural Supply Inc. He is also the founder of JF Fitness of North America. He was on the Board of Compuware Corporation during the year 2014. He brings over 35 years of experience to WNS. Most recently he was the CEO of Symphony Information Resources, Inc. (IRI) from October 2007 to May, 2012, a leading global provider of information, insights and decision solutions. In his previous roles, he was President - Worldwide Operations for salesforce.com and a Managing Partner at Accenture in the areas of global Insurance and global Customer Relationship Management. During his 26-year career at Accenture, he was also appointed a member of Accenture's executive committee. Mr. Freeland has a Bachelor of Arts degree in Economics and a Master of Business Administration degree from Columbia University.

## [Table of Contents](#)

*Keshav R. Murugesh* was appointed as our Group Chief Executive Officer and director in February 2010. Mr. Murugesh is based out of Mumbai. Prior to joining WNS, Mr. Murugesh was the Chief Executive Officer of Syntel Inc., a Nasdaq-listed information technology company, and its subsidiaries. He holds a Bachelor of Commerce degree and is a Fellow of The Institute of Chartered Accountants of India. Prior to Syntel, he worked in various capacities with ITC Limited, an affiliate of BAT Plc. between 1989 and 2002. He is the chairman of the Business Process Management (BPM) Council of NASSCOM since 2013 and a nominated member of the NASSCOM Executive Council. NASSCOM is the industry association for the IT-BPM sector in India. He is on the Board of WNS Cares Foundation, a company that focuses on sustainability initiatives. He was the Chairman of SIFE (Students in Free Enterprise) India, which is a global organization involved in educational outreach projects in partnership with businesses across the globe, from 2005 to 2011.

*Michael Menezes* was appointed to our Board of Directors in January 2014. Mr. Menezes presently serves as the advisor to Fairfax India and also as an Executive-in-Residence to the MBA students at Ryerson University in Toronto on a voluntary basis. He has also set up a sole proprietor business, Acumentor Inc. which is engaged in providing consulting and other services. Most recently, he was the special advisor to the Continental Bank of Canada. He was also CFO, Technology, Operations and Corporate Group at Bank of Montreal from 2000 to 2012. Mr. Menezes has over two decades of global exposure, both as CEO and CFO in the Financial Services, Consumer Goods and Agri-business sectors. In his previous stints, he has been the CFO for ONIC (Holding), CEO of ITC Agro Tech Ltd., India, apart from holding various senior finance roles at ITC Ltd. in India. Mr. Menezes received a Bachelor of Arts Degree in Economics from University of Delhi, India, a Master's degree in Economics from London School of Economics, UK and is qualified as a Member of the Institute of Chartered Accountants of India.

*Renu S. Karnad* was appointed to our Board of Directors in September 2012. Mrs. Karnad had joined Housing Development Finance Corporation Limited (HDFC Ltd) in 1978 and is currently serving as the Managing Director of HDFC Limited. She is also a director on several other Boards, including BOSCH Limited, Gruh Finance Limited, HDFC Bank Limited, HDFC Asset Management Company Limited, HDFC Ergo General Insurance Company Limited, HDFC Standard Life Insurance Company Limited, Indraprastha Medical Corporation Limited, Feedback Infrastructure Services Private Limited, Lafarge India Private Limited, EIH Limited, HIREF International LLC, ABB Limited, H T Parekh Foundation, HIREF International Fund II Pte Limited, HIREF International Fund Pte Limited and HDFC Plc. Mrs. Karnad holds a Master's degree in Economics from the University of Delhi and is a graduate in law from the University of Mumbai. She has also been a Parvin Fellow at Princeton University's Woodrow Wilson School of International Affairs.

*Françoise Gri* was appointed to our Board of Directors in May 2015. Ms. Gri brings over 30 years of international business experience to WNS, most recently as CEO of Pierre & Vacances-Center Parcs Group, a European leader in local tourism. In her previous roles, she was Executive Vice President - France, and then for all of Southern Europe, at Manpower, Inc., workforce solutions company which she joined in 2007. During her 26-year career at IBM, she served in the role of President and Country GM for IBM France. She is a member of the Board of Directors at Credit Agricole and Edenred. Ms. Gri has a Master of Science degree in Computer Engineering from Ecole Nationale Supérieure d'Informatique et Mathématiques Appliquées ENSIMAG) in Grenoble, France.

### **Executive Officers**

*Keshav R. Murugesh* is our Group Chief Executive Officer. Please see “— Directors” above for Mr. Murugesh's biographical information.

*Sanjay Puria* serves as our Group Chief Financial Officer. He is based out of Mumbai, India and leads WNS's global finance function. Presently, he serves on the Board of WNS Cares Foundation. Mr. Puria has over 17 years of experience, out of which over 13 years have been in the offshore services industry. He is a veteran at WNS, having managed several key finance functions including corporate strategy, mergers and acquisitions, financial planning and analysis, and strategic business development before taking over as the Group CFO. Prior to joining WNS, he was at the helm of operations for a global provider of integrated information technology and knowledge process outsourcing solutions, where his role centered around managing acquisitions, joint ventures, complex and multi-year contracts, strategizing on geographical expansion, revenue and cost management, pricing & commercials and implementation of LEAN initiatives. Mr. Puria is a Chartered Accountant (CA) from the Institute of Chartered Accountants of India and has passed the Certified Public Accountant (CPA) examination from the American Institute of Certified Public Accountants. The business address of Mr. Puria is Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli, (West) Mumbai 400 079, India.

## [Table of Contents](#)

*Ronald Gillette* is our Chief Operating Officer and is responsible for WNS’s global sales, operations and capability creation. Based in Mumbai, he drives WNS’s strategic plans and operating results. Prior to joining WNS, Mr. Gillette worked with Xerox in the US and Europe. Most recently, he was the Group President, Xerox Business Services in Europe with responsibility for all Financial Services and Insurance clients, and previously led its global Finance and Accounting Outsourcing (FAO) business. Before joining Xerox Services, Gillette was a senior partner at Accenture, responsible for growing its BPM business. He has also worked with Deloitte Consulting, Ernst & Young and EDS in various leadership roles with a focus on building outsourcing businesses. He has a Bachelor of Science degree from the United States Military Academy, at West Point. He holds a Master’s in Business Administration degree from Marymount University in Arlington, Virginia. The business address of Mr. Gillette is Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli, (West) Mumbai 400 079, India.

*Swaminathan Rajamani* is our Chief People Officer. Presently, he serves on the Board of WNS Cares Foundation. He leads WNS’s Human Resources function, and is responsible for the entire gamut of people-oriented processes. Prior to joining WNS, he was with CA Technologies, where he served as Vice President — Human Resources and was the Country Head — HR for India. He has also served as Head of HR Operations at Syntel and thereafter, for a short while, was its Global HR Head. Prior to Syntel, he had a long tenure at GE spanning multiple roles such as Master Black Belt — HR and Assistant Vice President and Head — Operations for HR, Customer Research and Operational Analytics, apart from other roles in mergers and acquisitions. He is a certified Change Acceleration Coach and a keen practitioner of Six Sigma. Swaminathan has a Masters in Social Work degree from the University of Madras. The business address of Mr. Rajamani is Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli, (West) Mumbai 400 079, India.

## **B. Compensation**

### **Compensation Discussion and Analysis**

#### ***Compensation Objectives***

Our compensation philosophy is to align employee compensation with our business objectives, so that compensation is used as a strategic tool that helps us recruit, motivate and retain highly talented individuals who are committed to our core values: clients first, integrity, respect, collaboration, learning and excellence. We believe that our compensation programs are integral to achieving our goal of “One WNS One Goal—Outperform!”

Our Compensation Committee is responsible for reviewing the overall goals and objectives of our executive compensation programs, as well as our compensation plans, and making changes to such goals, objectives and plans. Our Compensation Committee bases our executive compensation programs on the following objectives, which guide us in establishing and maintaining all of our compensation programs:

- ***Pay Differentiation: Based on the Job Responsibility, Individual Performance and Company Performance.*** As employees progress to higher levels in our company, their ability to directly impact our results and strategic initiatives increases. Therefore, as employees progress, an increasing proportion of their pay is linked to company performance and tied to creation of shareholder value.
- ***Pay for Performance.*** Our compensation is designed to pay for performance and thus we provide higher compensation for strong performance and, conversely, lower compensation for poor performance and/or where company performance falls short of expectations. Our compensation programs are designed to ensure that successful, high-performing employees remain motivated and committed during periods of temporary downturns in our performance.
- ***Balanced in Focus on Long Term versus Short Term Goals.*** As part of our compensation philosophy, we believe that equity-based compensation should be higher for employees with greater levels of responsibility and influence on our long term results. Therefore, a significant portion of these individuals’ total compensation is dependent on our long term share price appreciation. In addition, our compensation philosophy seeks to incentivize our executives to focus on achieving short term performance goals in a manner that supports and encourages long term success and profitability.
- ***Competitive Value of the Job in the Marketplace.*** In order to attract and retain a highly skilled work force in a global market space, we remain competitive with the pay of other employers who compete with us for talent in relevant markets.

## [Table of Contents](#)

- **Easy to understand.** We believe that all aspects of executive compensation should be clearly, comprehensibly and promptly disclosed to employees in order to effectively motivate them. Employees need to easily understand how their efforts can affect their pay, both directly through individual performance accomplishments and indirectly through contributions to achieving our strategic, financial and operational goals. We also believe that compensation for our employees should be administered uniformly across our company with clear-cut objectives and performance metrics to eliminate the potential for individual supervisor bias.

Our Compensation Committee also considers risk when developing our compensation programs and believes that the design of our compensation programs should not encourage excessive or inappropriate risk taking.

### ***Components of Executive Compensation***

The compensation of our executive officers consists of the following five primary components:

- Base salary or, in the case of executive officers based in India, fixed compensation;
- Cash bonus or variable incentive;
- Equity incentive grants of RSUs;
- Other benefits and perquisites; and
- Severance benefits.

The following is a discussion of our considerations in determining each of the compensation components for our executive officers.

#### ***Base Salary or Fixed Compensation***

Base salary is a fixed element of our executives' annual cash compensation, which is not tied to any performance criteria. We consider base salary an important part of an executive's compensation and our Compensation Committee reviews each executive officer's base salary annually as well as at the time of a promotion or other change in responsibility. Any base salary adjustments are usually approved early in the fiscal year, effective as at April 1, or as set out in the relevant employment agreement. The specific amount of base salary for each executive officer depends on the executive's role, scope of responsibilities, experience and skills. Market practices are also considered in setting base salaries. Base salaries are intended to assist us in attracting executives and recognizing differing levels of responsibility and contribution among executives.

#### ***Cash Bonus or Variable Incentive***

In addition to base salary, annual cash bonuses are another important piece of total compensation for our executive officers. Annual bonus opportunities are intended to support the achievement of our business strategies by tying a meaningful portion of compensation to the achievement of established objectives for the year. These objectives are discussed in more detail below. Annual bonus opportunities also are a key tool in attracting highly sought-after executives, and cash bonuses add a variable component to our overall compensation structure.

## [Table of Contents](#)

### *Equity Incentive Grants of RSUs*

Our equity-based incentive program, through which we grant RSUs, is a key element of the total compensation for our executive officers. This equity-based incentive program is intended to attract and retain highly qualified individuals, align their long term interests with those of our shareholders, avoid short term focus and effectively execute our long term business strategies. Our equity-based compensation is subject to multi-year vesting requirements by which executives' gains can either be realized through (i) the achievement of set performance criteria and continued employment through the vesting period, or, simply, (ii) continued employment through the vesting period.

We believe that the executive officers of our Company should also own and hold our equity to further align their interests with the long-term interests of our shareholders and further promote our commitment to sound corporate governance practices. To achieve this, we have adopted share ownership guidelines, pursuant to which each executive officer is required to achieve their respective target share ownership level over a period of five years. For further details see "Part I – Item 6E Share Ownership – Share Ownership Guidelines".

### *Other Benefits and Perquisites*

We provide benefits and perquisites to our executive officers that are generally available to and consistent with those provided to our other employees in the country in which the executive officer is located. We believe these benefits are consistent with the objectives of our compensation philosophy and allow our executive officers to work more efficiently. Such benefits and perquisites are intended to enhance the competitiveness of our overall compensation program. Such benefits normally include medical, accidental and life insurance coverage, retirement benefits, club membership, reimbursement of telephone expenses, a car and related maintenance expenses, leased residential accommodation and other miscellaneous benefits which are customary in the location where the executive officer resides and are generally available to other employees in the country. All executive officers are covered by the directors' and officers' liability insurance policy maintained by us.

### *Severance Benefits*

Under the terms of our employment agreements, we are sometimes obligated to pay severance or other enhanced benefits to our executive officers upon termination of their employment.

Our executive officers globally have enhanced levels of benefits based on their job level, seniority and probable loss of employment after a change in control. Executive officers generally are paid severance for a longer period as compared to other employees.

- *Accelerated vesting of equity awards.* All granted but unvested share options and RSUs would vest immediately and become exercisable by our executive officers subject to certain conditions set out in the applicable equity incentive plans or their individual employment agreements.
- *Severance and notice payment.* Eligible terminated executive officers would receive severance and notice payments as reflected in their individual employment agreements.
- *Benefit continuation.* Eligible terminated executive officers would receive basic employee benefits such as medical and life insurance and other perquisites as reflected in their individual employment agreements.

In addition, we provide change in control severance protection to certain executive officers. Our Compensation Committee believes that such protection is intended to preserve employee morale and productivity and encourage retention in the face of the disruptive impact of an actual or rumored change in control. In addition, for executive officers, the program is intended to align executive officers' and shareholders' interests by enabling executive officers to consider corporate transactions that are in the best interests of our shareholders and other constituents without undue concern over whether the transactions may jeopardize the executive officers' own interest or employment.

### ***Our Assessment Process***

Our Compensation Committee has established a number of processes to assist it in ensuring that our executive compensation programs are achieving their objectives. Our Compensation Committee typically reviews each component of compensation at least every 12 months with the goal of allocating compensation between long term and currently paid compensation and between cash and non-cash compensation, and combining the compensation elements for each executive in a manner we believe best fulfills the objectives of our compensation programs.

Our Compensation Committee is responsible for reviewing the performance of each of our executive officers, approving the compensation level of each of our executive officers, establishing criteria for the grant of equity awards for each of our executive officers and approving such equity grants. Each of these tasks is generally performed annually by our Compensation Committee.

There are no predetermined individual or corporate performance factors or goals that are used by our Compensation Committee to establish the amounts or mix of any elements of compensation for the executive officers. Our Compensation Committee works closely with our Group Chief Executive Officer, discussing with him our company's overall performance and his evaluation of and compensation recommendations for our executive officers. From time to time, our Compensation Committee also seeks the advice and recommendations of an external compensation consultant to benchmark certain components of our compensation practices against those of its peers. The companies selected for such benchmarking include companies in similar industries and generally of similar sizes and market capitalizations. Where compensation information is not available for any specific position an executive officer holds for companies that provide business and technology services, our Compensation Committee reviews data corresponding to the most comparable position and also considers the comparative experience of executives.

Our Compensation Committee then utilizes its judgment and experience in making all compensation determinations. Our Compensation Committee's determination of compensation levels is based upon what the members of the committee deem appropriate, considering information such as the factors listed above, as well as input from our Group Chief Executive Officer and, from time to time, information and advice provided by an independent compensation consultant.

Other processes that our Compensation Committee has established to assist in ensuring that our compensation programs operate in line with their objectives are:

- *Assessment of Company Performance:* Our Compensation Committee uses financial performance measures to determine a significant portion of the size of payouts under our cash bonus program. The financial performance measures, adopted on improving both top line (which refers to our revenue less repair payments (non-GAAP) as described in "Part I — Item 5. Operating and Financial Review and Prospects — Overview") and bottom line (which refers to our adjusted net income, or ANI, which is calculated as our profit excluding amortization of intangible assets and share-based compensation) and other measures, such as operating margin are pre-established by our Compensation Committee annually at the beginning of the fiscal year. When the pre-determined financial measures are achieved, executive officers receive amounts that are set for these targets. These measures reflect targets that are intended to be aggressive but attainable. The remainder of an individual's payout under our cash bonus program is determined by the achievement of individual performance objectives.

## [Table of Contents](#)

- *Assessment of Individual Performance:* Individual performance has a strong impact on the compensation of all employees, including our executive officers. The evaluation of an individual's performance determines a portion of the size of payouts under our cash bonus program and also influences any changes in base salary. At the beginning of each fiscal year, our Compensation Committee, along with our Group Chief Executive Officer, set the respective performance objectives for the fiscal year for the executive officers. The performance objectives are initially proposed by our Group Chief Executive Officer and modified, as appropriate, by our Compensation Committee based on the performance assessment conducted for the preceding fiscal year and also looking at goals for the current fiscal year. Every evaluation metric is supplemented with key performance indicators. At the end of the fiscal year, our Group Chief Executive Officer discusses individuals' respective achievement of the pre-established objectives as well as their contribution to our company's overall performance and other leadership accomplishments. This evaluation is shared with our Compensation Committee. After the discussion, our Compensation Committee, in discussion with our Group Chief Executive Officer, assigns a corresponding numerical performance rating that translates into specific payouts under our cash bonus program and also influences any changes in base salary.

The Compensation Committee approves awards under our cash bonus or variable incentive program consistent with the achievement of applicable goals. The Committee on occasion makes exceptions to payments in strict accordance with achievement of goals based on unusual or extraordinary circumstances. Executive officers must be on the payroll of our company on the last day of the fiscal year, March 31, to be eligible for payment under our cash bonus or variable incentive program.

Although most of our compensation decisions are taken in the first quarter of the fiscal year, our compensation planning process neither begins nor ends with any particular Compensation Committee meeting. Compensation decisions are designed to promote our fundamental business objectives and strategy. Our Compensation Committee periodically reviews related matters such as succession planning, evaluation of management performance and consideration of the business environment and considers such matters in making compensation decisions.

### ***Benchmarking and Use of Compensation Consultant for Fiscal 2016***

During fiscal 2016, our Compensation Committee reviewed compensation programs for our executive officers against publicly available compensation data, which was compiled directly by our external compensation consultant. The companies selected by our external compensation consultant for its survey for benchmarking our executive officers' compensation included companies in similar industries and generally of similar sizes and market capitalizations.

The list of peer companies against which we benchmarked the compensation of our executive officers in fiscal 2016 included the following:

- Genpact Limited;
- EXL Service Holdings Inc.;
- First Source Solutions Limited;
- Cap Gemini;
- Infosys (BPO);
- Mphasis Limited;
- Syntel;
- Wipro Technologies (BPO);
- Steria; and
- Tata Consultancy Services (BPO).

## [Table of Contents](#)

Our Compensation Committee used the data derived by our external compensation consultant primarily to ensure that our executive compensation programs are competitive. A selected subset of peer companies from those listed above that were found most closely comparable as benchmark for a particular position were considered to arrive at the compensation benchmark review of individual executive officers. Where compensation information was not publicly disclosed for a specific management position in the relevant industry, our Compensation Committee reviewed data corresponding to the most comparable position and also considered the comparative experience of the relevant executive officers.

There is enough flexibility in the existing compensation programs to respond and adjust to the evolving business environment. Accordingly, an individual's compensation elements could be changed by our Compensation Committee based on changes in job responsibilities of the executive. In addition to input from our external compensation consultant's survey, our Compensation Committee also took into consideration our performance and industry indicators in deciding our compensation for fiscal 2016.

Based on the elements listed above and in line with our compensation philosophy, in fiscal 2016 our Compensation Committee adjusted our executive officers compensation as described in "—Executive Compensation for Fiscal 2016" below.

### **Executive Compensation for Fiscal 2016**

#### *Total Compensation of Executive Officers*

The following table sets forth the total compensation paid or proposed to be paid to each of our Chief Executive Officer, Chief Financial Officer and other named executive officers for services rendered in fiscal 2016 (excluding grants of RSUs which are described below).

<b>Name</b>	<b>Base Salary<sup>(1)</sup></b>	<b>Benefits</b>	<b>Bonus</b>	<b>Total</b>
Keshav R. Muruges	\$ 575,985	\$55,915	\$1,381,249	\$2,013,149
Sanjay Puria	\$ 218,041	\$11,818	\$ 350,486	\$ 580,345
Ronald Gillette	\$ 377,650	\$20,349	\$ 698,176	\$1,096,175
Swaminathan Rajamani	\$ 179,251	\$ 9,782	\$ 203,928	\$ 392,961
<b>Total</b>	<b>\$ 1,350,927</b>	<b>\$97,864</b>	<b>\$2,633,839</b>	<b>\$4,082,630</b>

#### **Note:**

- (1) Base salary does not include amount contributed towards provident fund which is set out in the table under "—Other Benefits and Perquisites".

#### *Base Salary or Fixed Compensation*

In reviewing base salaries for executive officers, our Compensation Committee reviewed compensation programs for our executive officers against publicly available compensation data compiled by our external compensation consultant and considered local market conditions, market data, the executive officer's experience and responsibilities, the perceived risk of having to replace the named executive officer and the fact that the executive officers for fiscal 2016 had satisfactorily performed against their prior year's individual performance objectives.



## [Table of Contents](#)

Our Compensation Committee has made the following changes to the base salary from the prior year's level:

- Mr. Keshav R. Muruges'h's base salary (including employer contribution towards Provident Fund (Retirement Benefit)) was revised to \$674,983 from \$613,621 in fiscal 2016. The salary revision was effective February 19, 2016.
- Mr. Sanjay Puria's base salary (including employer contribution towards Provident Fund (Retirement Benefit)) was revised to \$229,034 from \$194,097 in fiscal 2016. The salary revision was effective April 1, 2015.
- Mr. Ronald Gillette's base salary (including employer contribution towards Provident Fund (Retirement Benefit)) was revised to \$396,691 from \$385,137 in fiscal 2016. The salary revision was effective April 1, 2015.
- Mr. Swaminathan Rajamani's base salary (including employer contribution towards Provident Fund (Retirement Benefit)) was revised to \$188,289 from \$171,172 in fiscal 2016. The salary revision was effective April 1, 2015.

### *Cash Bonus or Variable Incentive*

Our Compensation Committee believes that the executive officers must work as a team and focus primarily on company goals rather than solely on individual goals. Our Compensation Committee believes that enhancing the long term value of our company requires increased revenue (both from existing and new clients), improved contribution and increased ANI. Finally our Compensation Committee believes it must also reward and encourage individual performance and therefore assigned certain weightages of the variable incentive to company and individual objectives, including achievement of targets for our revenue less repair payments (non-GAAP), ANI, operating margin and certain individual goals for various executive officers. Such bonuses are typically paid in April and/or May each year. The aggregate amount of all cash bonuses to be paid for fiscal 2016 does not exceed the aggregate cash bonus pool approved by our Compensation Committee for the fiscal year 2016. Each of our executive officers' variable incentive packages for fiscal 2016 are as described below:

Our Compensation Committee set Mr. Muruges'h's target variable incentive, or cash bonus, for 2016 at \$843,729 for 100% achievement of objectives. Our Compensation Committee assigned as Mr. Muruges'h's performance objectives the achievement of targets for our revenue less repair payments (non-GAAP) and ANI, and individual performance objectives. Mr. Muruges'h earned 215.8% of his variable incentive amount on an overall basis.

Our Compensation Committee set Mr. Puria's target variable incentive for 2016 at \$160,324 for 100% achievement of objectives. Our Compensation Committee assigned as Mr. Puria's performance objectives the achievement of targets for our revenue less repair payments (non-GAAP) and ANI, and individual performance objectives. Based on actual performance against these various objectives, Mr. Puria earned 218.6% of his variable incentive amount on an overall basis.

Our Compensation Committee set Mr. Gillette's target variable incentive for 2016 at \$396,691 for 100% achievement of objectives. Our Compensation Committee assigned as Mr. Gillette's performance objectives the achievement of targets for revenue less repair payments (non-GAAP), ANI and operating margins for our various vertical business units, and individual performance objectives. Based on actual performance against these various objectives, Mr. Gillette earned 176.0% of his variable incentive amount on an overall basis.

Our Compensation Committee set Mr. Swaminathan's target variable incentive for 2016 at \$94,145 for 100% achievement of objectives. Our Compensation Committee assigned as Mr. Swaminathan's performance objectives the achievement of targets for our revenue less repair payments (non-GAAP) and ANI, and individual performance objectives. Based on actual performance against these various objectives, Mr. Swaminathan earned 216.6% of his variable incentive amount on an overall basis.

## [Table of Contents](#)

### *Equity Incentive Grants of RSUs*

During fiscal 2016, we continued the equity incentive scheme which has a vesting schedule linked to continued employment with our company through vesting date, achievement of financial performance targets and achievement of a certain level of share price appreciation.

Consistent with our philosophy on equity grants to our executive officers, we awarded the following number of RSUs to our executive officers:

<b>Name</b>	<b>Date of Grant</b>	<b>Total RSUs Granted for Fiscal 2016</b>	<b>Grant Date Fair Value (\$)<sup>(1)</sup></b>	<b>Expiration Date</b>
Keshav R. Murugesh	22-Apr-15	212,540	24.44	21-Apr-25
	22-Apr-15	59,039	6.37 <sup>(2)</sup>	21-Apr-25
Sanjay Puria	22-Apr-15	25,800	24.44	21-Apr-25
Ronald Gillette	22-Apr-15	41,400	24.44	21-Apr-25
Swaminathan Rajamani	22-Apr-15	18,600	24.44	21-Apr-25

#### **Note:**

- (1) The amounts shown under this column reflect the dollar amount of the grant date fair value of equity-based RSUs granted during the year. The fair value of RSUs is generally the market price of our shares on the date of grant.
- (2) These RSUs have been granted based on market price of the Company's shares achieving a specified target over a period of time. The fair value of these market-based share awards has been determined using Monte-Carlo simulation.

### *Other Benefits and Perquisites*

The retirement plans, health and welfare benefits provided to executive officers are the same plans and benefits available to all other employees of our company.

All directors and officers, including executive officers, are covered by the directors' and officers' liability insurance policy maintained by our company.

Additional perquisites provided to executive officers in fiscal 2016 are summarized below:

<b>Name</b>	<b>Provident Fund</b>	<b>Insurance Benefits</b>	<b>Club Membership</b>	<b>Total</b>
Keshav R. Murugesh	\$44,689	\$ 1,951	\$ 9,275	\$55,915
Sanjay Puria	\$10,994	\$ 824	\$ —	\$11,818
Ronald Gillette	\$19,041	\$ 1,308	\$ —	\$20,349
Swaminathan Rajamani	\$ 9,038	\$ 744	\$ —	\$ 9,782
<b>Total</b>	<b>\$83,762</b>	<b>\$ 4,827</b>	<b>\$ 9,275</b>	<b>\$97,864</b>

[Table of Contents](#)**Non-executive Director Compensation for Fiscal 2016***Total Compensation of Non-executive Directors*

The following table sets forth the compensation paid or proposed to be paid to our non-executive directors for services rendered in fiscal 2016 (excluding grants of RSUs which are described below):

<u>Name</u>	<u>Retainer Fees</u>	<u>Retainer fees for Non-executive Chairman</u>	<u>Total</u>
Adrian T. Dillon	—	\$ 160,000 <sup>(1)</sup>	\$160,000
Jeremy Young <sup>(2)</sup>	\$ 31,284	—	\$ 31,284
Anthony A. Greener	\$ 63,000	\$ 10,000 <sup>(3)</sup>	\$ 73,000
Albert Aboody	\$ 63,000	\$ 30,000 <sup>(4)</sup>	\$ 93,000
Renu S. Karnad	\$ 63,000	—	\$ 63,000
Gareth Williams	\$ 63,000	\$ 20,000 <sup>(5)</sup>	\$ 83,000
Michael Menezes	\$ 63,000	—	\$ 63,000
John Freeland	\$ 63,000	—	\$ 63,000
Francoise Gri <sup>(6)</sup>	\$ 56,916	—	\$ 56,916
<b>Total</b>	<b>\$466,200</b>	<b>\$ 220,000</b>	<b>\$686,200</b>

**Notes:**

- (1) Fee paid to Mr. Adrian T. Dillon for serving as chairman of our Board of Directors in fiscal 2016.
- (2) Mr. Jeremy Young retired as a director of our company with effect from September 28, 2015.
- (3) Fee paid to Sir Anthony Greener for serving as chairman of our Nominating and Corporate Governance Committee in fiscal 2016.
- (4) Fee paid to Mr. Albert Aboody for serving as chairman of our Audit Committee in fiscal 2016.
- (5) Fee paid to Mr. Gareth Williams for serving as chairman of our Compensation Committee in fiscal 2016.
- (6) Ms. Francoise Gri was appointed as a director of our company with effect from May 6, 2015.

*Equity Incentive Grants of RSUs to Non-executive Directors*

The following table sets forth information concerning RSUs awarded to our non-executive directors in fiscal 2016. No options were granted in fiscal 2016.

<u>Name</u>	<u>Date of Grant</u>	<u>Total RSUs Granted for Fiscal 2016</u>	<u>Grant Date Fair Value (\$)(1)</u>	<u>Expiration Date</u>
Adrian T. Dillon	15-Jul-15	8,972	\$ 26.75	14-Jul-25
Jeremy Young <sup>(2)</sup>	15-Jul-15	3,533	\$ 26.75	14-Jul-25
John Freeland	15-Jul-15	3,533	\$ 26.75	14-Jul-25
Anthony A. Greener	15-Jul-15	3,533	\$ 26.75	14-Jul-25
Albert Aboody	15-Jul-15	3,533	\$ 26.75	14-Jul-25
Renu S. Karnad	15-Jul-15	3,533	\$ 26.75	14-Jul-25
Gareth Williams	15-Jul-15	3,533	\$ 26.75	14-Jul-25
Michael Menezes	15-Jul-15	3,533	\$ 26.75	14-Jul-25
Francoise Gri <sup>(3)</sup>	15-Jul-15	7,905	\$ 26.75	14-Jul-25

**Notes:**

- (1) The amounts shown under this column reflect the dollar amount of the aggregate grant date fair value of equity-based RSUs granted during the year. The fair value of RSUs is generally the market price of our shares on the date of grant.
- (2) Mr. Jeremy Young retired as a director of our company with effect from September 28, 2015.
- (3) Ms. Francoise Gri was appointed as a director of our company with effect from May 6, 2015.

Future grants of awards will continue to be determined by our Board of Directors or our Compensation Committee under the Third Amended and Restated 2006 Incentive Award Plan.

### **Employment Agreement of our Executive Director**

We entered into an employment agreement with Mr. Keshav R. Murugesh in February 2010, which was amended with effect from February 19, 2013, to serve as our Group Chief Executive Officer for a five-year term, which will renew automatically for three additional successive terms of three years each, unless either we or Mr. Murugesh elects not to renew the term. Our employment agreement with Mr. Murugesh was further amended effective February 19, 2014 to revise Mr. Murugesh's compensation (including share grants).

Under the terms of the amended agreement, Mr. Murugesh is entitled to receive compensation, health and other benefits and perquisites commensurate with his position. Pursuant to the agreement, Mr. Murugesh will be eligible to receive annually such number of RSUs to be computed based on our average share price (taking the daily US dollar closing price) during March of the fiscal year preceding the date of such determination and the value of such grant shall not be less than eight times the sum of his annual base salary. Mr. Murugesh is entitled to receive additional performance-based grants for meeting additional performance-based criteria, the value of such grant being up to 20% of six times the sum of his annual base salary. Any grants of RSUs to Mr. Murugesh will be made pursuant to and in accordance with our Third Amended and Restated 2006 Incentive Award Plan.

If Mr. Murugesh's employment is terminated by us without cause or by Mr. Murugesh for good reason (each as defined in the amended agreement) or is terminated for any reason other than those specified in the amended agreement (including without limitation, expiration of his employment period or we elect not to extend his employment), he would be entitled to all accrued and unpaid salary, accrued and unused vacation and any unreimbursed expenses. Mr. Murugesh would also be entitled to vested benefits and other amounts due to him under our employee benefit plans. Further, where Mr. Murugesh's employment is terminated for any reason other than those specified in the amended agreement (including without limitation, expiration of his employment period or we elect not to extend his employment), he will also be entitled to his base salary for a period of 12 months from the effective date of termination and his target bonus for the year in which the termination occurs, both of which will be paid immediately, and all of the share options and RSUs granted to him will vest and the share options and RSUs would become exercisable on a fully accelerated basis.

Further, where Mr. Murugesh's employment is terminated for reasons of death, disability or retirement as specified in the amended agreement, he would be entitled to all accrued and unpaid salary and bonus, accrued and unused vacation, any unreimbursed expenses and vested benefits and other amounts due to him under our employee benefit plans, and all of the share options and RSUs granted to him will vest and the share options and RSUs would become exercisable on a fully accelerated basis.

In addition to the above, if Mr. Murugesh's employment is terminated by us without cause or by Mr. Murugesh for good reason, and Mr. Murugesh executes and delivers a non-revocable general release of claims in favor of our company, subject to his continued compliance with certain non-competition and confidentiality obligations, Mr. Murugesh would be entitled to receive the following severance payments and benefits from us:

1. His base salary for a period of 12 months from the effective date of termination, which will be paid immediately;
2. His target bonus for the year in which the termination occurs, which will be paid immediately; and
3. Automatic accelerated vesting of RSUs or share options granted him that would have vested with him through the next two vesting dates of each grant from the effective date of termination. Full accelerated vesting will occur in case of termination of employment for good reason.

If we experience a change in control (as defined in our Third Restated and Amended Incentive Award Plan) while Mr. Murugesh is employed under the employment agreement, all of the share options and RSUs granted to Mr. Murugesh under the employment agreement will vest and the share options and RSUs would become exercisable on a fully accelerated basis.

## **Employee Benefit Plans**

### ***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 our 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 which was amended and restated in 2009 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 share options to our officers, directors and employees, and those of our subsidiaries, subject to the terms and conditions of the 2002 Stock Incentive Plan.

*Share Options.* Share options vest and become exercisable as determined by the Administrator and set forth in individual share option agreements, but may not, in any event, be exercised later than ten years after their grant dates. In addition, share options may be exercised prior to vesting in some cases. Upon exercise, an option holder must tender the full exercise price of the share option in cash, check or other form acceptable to the Administrator, at which time the share options are generally subject to applicable income, employment and other withholding taxes. Share 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 option holder’s termination of service. Shares issued in respect of exercised share options may be subject to additional transfer restrictions. Any grants of share options under the 2002 Stock Incentive Plan to US participants were in the form of non-qualified share options. Option holders, other than option holders who are employees of our subsidiaries in India, are entitled to exercise their share options for shares or ADSs in our 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 share 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 share 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 share options without such holder’s consent.

*Transferability of Share Options.* Each share option may be exercised during the option holder’s lifetime only by the option holder. No share option may be sold, pledged, assigned, hypothecated, transferred or disposed of by an option holder 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 none of these ordinary shares remained outstanding as at March 31, 2016. Options granted under the 2002 Stock Incentive Plan that are forfeited, lapsed or canceled, settled in cash, that 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 our 2006 Incentive Award Plan which was amended and restated in 2009.

### ***Third Amended and Restated 2006 Incentive Award Plan***

We adopted our 2006 Incentive Award Plan on June 1, 2006, effective on July 25, 2006, the day immediately preceding the date of pricing of our initial public offering. 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. On February 13, 2009, we adopted the Amended and Restated 2006 Incentive Award Plan. The Amended and Restated 2006 Incentive Award Plan reflects, among other changes to our 2006 Incentive Award Plan, an increase in the number of ordinary shares and ADSs available for grant under the plan from 3.0 million to 4.0 million shares/ADSs, subject to specified adjustments under the plan. On September 13, 2011, we adopted the Second Amended and Restated 2006 Incentive Award Plan that reflects an increase in the number of ordinary shares and ADSs available for granted under the plan to 6.2 million shares/ADSs, subject to specified adjustments under the plan. On September 25, 2013, we adopted the Third Amended and Restated 2006 Incentive Award Plan that reflects an increase in the number of ordinary shares and ADSs available for granted under the plan to 8.6 million shares/ADSs, subject to specified adjustments under the plan.

***Shares Available for Awards.*** Subject to certain adjustments set forth in the Third Amended and Restated 2006 Incentive Award Plan, the maximum number of shares that may be issued or awarded under the Third Amended and Restated 2006 Incentive Award Plan is equal to the sum of (x) 8,600,000 shares, (y) any shares that remain available for issuance under our 2002 Stock Incentive Plan (which was terminated upon the effective date of our 2006 Incentive Award Plan), and (z) any shares subject to awards under the 2002 Stock Incentive Plan which terminate, expire or lapse for any reason or are settled in cash on or after the effective date of our 2006 Incentive Award Plan. 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. 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 Third Amended and Restated 2006 Incentive Award Plan.

***Administration.*** The Third Amended and Restated 2006 Incentive Award Plan is administered by our Board of Directors, which may delegate its authority to a committee. We anticipate that our Compensation Committee will administer the Third Amended and Restated 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 share options” under Section 422 of the United States Internal Revenue Code of 1986, as amended, or the Code.

### ***Awards***

***Options:*** The plan administrator may grant options on shares. The per share option exercise price of all options granted pursuant to the Third Amended and Restated 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 share 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 share option become exercisable for the first time by any option holder during any calendar year exceeds \$100,000, such excess will be treated as a non-qualified 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 plan administrator shall designate in the award agreement evidencing each share option grant whether such share option shall be exercisable for shares or ADSs. The award agreement may, in the sole discretion of the plan administrator, permit the option holder to elect, at the time of exercise, whether to receive shares or ADSs in respect of the exercised share option or a portion thereof. The term of options granted under the Third Amended and Restated 2006 Incentive Award Plan may not exceed ten years from the date of grant. However, the term of an incentive share 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 Third Amended and Restated 2006 Incentive Award Plan, the number of awards to be granted to our independent directors will be determined by our Board of Directors or our Compensation Committee.

## [Table of Contents](#)

*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.

*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 Share 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. Generally, a participant will have to be employed by us on the date of payment of vested RSUs to be eligible to receive the payment of shares issuable upon vesting of the RSUs.

*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 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 Code, that are intended to be performance-based awards within the meaning of Section 162(m) of the 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 Third Amended and Restated 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.

## [Table of Contents](#)

*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 under the Third Amended and Restated 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 Third Amended and Restated 2006 Incentive Award Plan are generally not transferable.

*Withholding.* We have the right to withhold, deduct or require a participant to remit to us an amount sufficient to satisfy federal, state, local or foreign taxes (including the participant's employment tax obligations) required by law to be withheld with respect to any tax concerning the participant as a result of the Third Amended and Restated 2006 Incentive Award Plan.

*Termination or Amendment.* Unless terminated earlier, the Third Amended and Restated 2006 Incentive Award Plan will remain in effect for a period of ten years from the effective date of the 2006 Incentive Award Plan, after which no award may be granted under the Third Amended and Restated 2006 Incentive Award Plan. With the approval of our Board of Directors, the plan administrator may terminate or amend the Third Amended and Restated 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 Third Amended and Restated 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 at March 31, 2016, options or RSUs to purchase an aggregate of 3,612,644 ordinary shares were outstanding, out of which options or RSUs to purchase 1,210,408 ordinary shares were held by all our directors and executive officers as a group. The exercise prices of these options range from \$15.32 to \$35.30 and the expiration dates of these options range from July 24, 2016 to March 13, 2026. The weighted average grant date fair value of RSUs granted during fiscal 2016, 2015 and 2014 were \$25.16, \$19.19 and \$14.87 per ADS, respectively. There is no purchase price for the RSUs.

### **Other Employee Benefits**

We also maintain other employee benefit plans in the form of certain statutory and incentive plans covering substantially all of our employees. For fiscal 2016, the total amount accrued by us to provide for pension, retirement or similar benefits was \$10.0 million.

#### *Provident Fund*

In accordance with Indian, Philippines and Sri Lankan laws, all of our employees in these countries are entitled to receive benefits under the respective government provident fund, a defined contribution plan to which both we and the employee contribute monthly at a pre-determined rate (for India and Sri Lanka, currently 12% of the employee's base salary and for the Philippines, 100 Philippines pesos per month for every employee). These contributions are made to the respective government provident fund and we have no further obligation under this fund apart from our monthly contributions. We contributed an aggregate of \$5.9 million, \$5.8 million and \$5.1 million in each of fiscal 2016, 2015 and 2014, respectively, 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 Code. The US Savings Plan allows our employees to defer a portion of their annual earnings on a pre-tax basis through voluntary contributions there under. The US Savings Plan provides that we can make optional contributions up to the maximum allowable limit under the Code.



## [Table of Contents](#)

### *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, the Philippines and Sri Lankan laws, we provide for gratuity liability pursuant to a defined benefit retirement plan covering all our employees in India, the Philippines and Sri Lanka. Our gratuity plan provides for a lump sum payment to eligible employees on retirement, death, incapacitation or on termination of employment (provided such employee has worked for at least five years with our company) which is computed on the basis of employee's salary and length of service with us (subject to a maximum of approximately \$15,093 per employee in India). In India, we provide the gratuity benefit through 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 Private Limited. Under this plan, the obligation to pay gratuity remains with us although LIC and Aviva Life Insurance Company Private Limited administer the plan. We contributed an aggregate of \$0.9 million, \$0.9 million and \$1.2 million in fiscal 2016, 2015 and 2014, respectively, to LIC and Aviva Life Insurance Company Private Limited.

### *Compensated Absence*

Our liability for compensated absences, which are expected to be utilized or settled within one year, is determined on an accrual basis for the carried forward unused vacation balances standing to the credit of each employee as at year-end and is charged to income in the year in which they accrue.

Our liability for compensated absences, which are expected to be utilized after one year is determined on the basis of an actuarial valuation using the projected unit credit method and is charged to income in the year in which they accrue.

## **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 nine directors. Each of Messrs. Dillon, Aboody, Williams, Freeland and Menezes, Mrs. Karnad, Ms. Gri and Sir Greener satisfies 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 fiscal 2017;
- Class II, whose term will expire at the annual general meeting to be held in fiscal 2018; and
- Class III, whose term will expire at the annual general meeting to be held in fiscal 2019.

Our directors for fiscal 2016 are classified as follows:

- Class I: Sir Anthony A. Greener, Mr. Gareth Williams and Mr. Adrian T. Dillon;
- Class II: Mr. Keshav R. Murugesh, Mr. Albert Aboody and Mr. Michael Menezes; and
- Class III: Ms. Françoise Gri, Mr. John Freeland and Mrs. Renu S. Karnad.

The appointments of Sir Greener, Mr. Williams and Mr. Dillon will expire at the next annual general meeting, which we expect to hold in September 2016. Mr. Williams and Mr. Dillon have expressed their willingness to be re-elected and, accordingly, we propose to seek shareholders' approval for their re-election at the next annual general meeting. Sir Greener has decided not to stand for re-election and hence his term of directorship will expire at the next annual general meeting, we are currently in the process of identifying a new director candidate.

## [Table of Contents](#)

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 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 agreement governing the services of one of our directors provide for benefits upon termination of employment as described above.

Our Board of Directors held five meetings in fiscal 2016.

### **Board Leadership Structure and Board Oversight of Risk**

Different individuals currently serve in the roles of Chairman of the Board and Group Chief Executive Officer of our company. Our Board believes that splitting the roles of Chairman of the Board and Group Chief Executive Officer is currently the most appropriate leadership structure for our company. This leadership structure will bring in greater efficiency as a result of vesting two important leadership roles in separate individuals and increased independence for the Board of Directors.

### **Board's Role in Risk Oversight**

Our Board of Directors is primarily responsible for overseeing our risk management processes. The Board of Directors receives and reviews periodic reports from the Head of Risk Management and Audit as considered appropriate regarding our company's assessment of risks. The Board of Directors focuses on the most significant risks facing our company and our company's general risk management strategy, and also ensures that risks undertaken by our company are consistent with the Board's appetite for risk. While the Board oversees our company's risk management, management is responsible for day-to-day risk management processes. We believe this division of responsibilities is the most effective approach for addressing the risks facing our company and that our Board leadership structure supports this approach.

The Audit Committee has special responsibilities with respect to financial risks, and regularly reports to the full Board of Directors on these issues. Among other responsibilities, the Audit Committee reviews our company's policies with respect to contingent liabilities and risks that may be material to our company, our company's policies and procedures designed to promote compliance with laws, regulations, and internal policies and procedures, and major legislative and regulatory developments which could materially impact our company.

The Compensation Committee also plays a role in risk oversight as it relates to our company's compensation policies and practices. Among other responsibilities, the Compensation Committee designs and evaluates our company's executive compensation policies and practices so that our company's compensation programs promote accountability among employees and the interests of employees are properly aligned with the interests of our shareholders.

### **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. Albert Aboody (Chairman), Michael Menezes, John Freeland and Francoise Gri. Each of Messrs. Aboody, Menezes, Freeland and Ms. Gri satisfies the “independence” requirements of Rule 10A-3 of the Securities Exchange Act of 1934 as amended, or the Exchange Act, and the NYSE listing standards. 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. Messrs. Aboody and Menezes serve as our Audit Committee financial experts, within the requirements of the rules promulgated by the Commission relating to listed-company audit committees.

We have posted our Audit Committee charter on our website at [www.wns.com](http://www.wns.com). **Information contained in our website does not constitute a part of this annual report.**

The Audit Committee held four meetings in fiscal 2016.

### ***Compensation Committee***

The Compensation Committee comprises four directors: Messrs. Gareth Williams (Chairman), Adrian T. Dillon, Mrs. Renu S. Karnad and Sir Anthony A. Greener. Each of Messrs. Williams and Dillon, Mrs. Karnad and Sir Greener satisfies the “independence” requirements of the NYSE listing standards. 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 Third Amended and Restated 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.

We have posted our Compensation Committee charter on our website at [www.wns.com](http://www.wns.com). **Information contained in our website does not constitute a part of this annual report.**

The Compensation Committee held five meetings in fiscal 2016.

### ***Nominating and Corporate Governance Committee***

The Nominating and Corporate Governance Committee comprises three directors: Sir Anthony A. Greener (Chairman), Mr. Adrian T. Dillon and Mrs. Renu S. Karnad. Each of Sir Greener, Mr. Dillon, and Mrs. Karnad satisfies the “independence” requirements of the NYSE listing standards. 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.

## [Table of Contents](#)

We have posted our Nominating and Corporate Governance Committee charter on our website at [www.wns.com](http://www.wns.com). **Information contained in our website does not constitute a part of this annual report.**

The Nominating and Corporate Governance Committee uses its judgment to identify well qualified individuals who are willing and able to serve on our Board of Directors. Pursuant to its charter, the Nominating and Corporate Governance Committee may consider a variety of criteria in recommending candidates for election to our board, including an individual's personal and professional integrity, ethics and values; experience in corporate management, such as serving as an officer or former officer of a publicly held company, and a general understanding of marketing, finance and other elements relevant to the success of a publicly-traded company in today's business environment; experience in our company's industry and with relevant social policy concerns; experience as a board member of another publicly held company; academic expertise in an area of our company's operations; and practical and mature business judgment, including ability to make independent analytical inquiries.

While the Nominating and Corporate Governance Committee does not have a formal policy with respect to the consideration of diversity in identifying director nominees, it nevertheless considers director nominees with a diverse range of backgrounds, skills, national origins, values, experiences, and occupations.

The Nominating and Corporate Governance Committee held four meetings in fiscal 2016.

### **Executive Sessions**

Our non-executive directors meet regularly in executive session without executive directors or management present. The purpose of these executive sessions is to promote open and candid discussion among the non-executive directors. Our non-executive directors held four executive sessions in fiscal 2016.

Shareholders and other interested parties may communicate directly with the presiding director or with our non-executive directors as a group by writing to the following address: WNS (Holdings) Limited, Attention: Non-Executive Directors, Gate 4, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (W), Mumbai 400 079, India.

### **D. Employees**

For a description of our employees, see "Part I — Item 4. Information on the Company — Business Overview — Human Capital."

## E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares by each of our directors and by all our directors and executive officers as a group as at March 31, 2016. 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 at March 31, 2016 are based on an aggregate of 52,406,304 ordinary shares (including 1,100,000 treasury shares) outstanding as at that date.

Name	Number of Ordinary Shares Beneficially Owned	
	Number	Percent
<b>Directors</b>		
Adrian T. Dillon <sup>(1)</sup>	38,877	0.074
Albert Aboody	17,918	0.034
Anthony A. Greener <sup>(2)</sup>	53,628	0.103
Gareth Williams	2,881	0.006
John Freeland	1,247	0.002
Keshav R. Muruges	363,837	0.694
Michael Menezes	2,881	0.006
Renu S. Karnad	12,335	0.024
Francoise Gri <sup>(3)</sup>	—	—
<b>Executive Officers</b>		
Sanjay Puria	29,124	0.056
Ronald Gillette	35,700	0.068
Swaminathan Rajamani	22,524	0.043
<b>All our directors and executive officers as a group (12 persons as of March 31, 2016)</b>	<b>580,952</b>	<b>1.108</b>

### Notes:

- (1) Of the 38,877 shares beneficially owned by Mr. Adrian T. Dillon, 16,765 shares are in the form of ADSs.
- (2) Of the 53,628 shares beneficially owned by Sir Anthony Greener, 37,628 shares are held in trust.
- (3) Ms. Gri was appointed as a director of our company with effect from May 6, 2015.

[Table of Contents](#)

The following table sets forth information concerning options and RSUs held by our directors and executive officers as at March 31, 2016:

Name	Options Summary					RSU Summary			
	Number of shares underlying unexercised but vested options	Exercise price	Number of shares underlying unexercised options that will vest in next 60 days from March 31, 2016	Number of shares underlying options that have not vested	Exercise price	Number of shares underlying RSUs held that have vested but unexercised	Number of shares underlying RSUs that will vest in next 60 days from March 31, 2016	Vesting Dates	Number of shares underlying RSUs held that have not vested
<b>Directors</b>									
Adrian T. Dillon	—	—	—	—	—	—	—	—	21,187
Albert Aboody	—	—	—	—	—	—	—	—	9,271
Anthony A. Greener	14,000 <sup>(1)</sup>	\$28.48	—	—	—	—	—	—	8,168
	2,000 <sup>(2)</sup>	\$22.98	—	—	—	—	—	—	—
Françoise Gri	—	—	—	—	—	—	—	—	7,905
Gareth Williams	—	—	—	—	—	—	—	—	9,393
John Freeland	—	—	—	—	—	—	—	—	8,521
Michael Menezes	—	—	—	—	—	—	—	—	9,393
Renu S. Karnad	—	—	—	—	—	—	—	—	8,168
<b>Executive Officers</b>									
Keshav R. Murugesh	—	—	—	—	—	94,766	191,317	16-Apr-16	476,031
							42,331	29-Apr-16	
							35,423	22-Apr-16	
Sanjay Puria	—	—	—	—	—	8,334	11,490	16-Apr-16	53,500
							5,000	29-Apr-16	
							4,300	22-Apr-16	
Ronald Gillette	—	—	—	—	—	24,400	4,400	29-Apr-16	92,100
							6,900	22-Apr-16	
Swaminathan Rajamani	—	—	—	—	—	504	15,320	16-Apr-16	29,900
							3,600	29-Apr-16	
							3,100	22-Apr-16	

**Notes:**

- (1) The expiration date of these options is June 14, 2017.  
(2) The expiration date of these options is August 7, 2017.

*Share Ownership Guidelines*

In July 2014, our Board of Directors adopted a share ownership policy, which was most recently amended in January, 2015 and effective from April 1, 2015, outlining the share ownership guidelines for, among other employees, our directors and executive officers. We believe that this policy further aligns the interests of our directors and executive officers with the long-term interests of our shareholders and promotes our commitment to sound corporate governance practices.

## [Table of Contents](#)

Under our amended policy, each of our non-executive directors must hold at least the amount of vested shares of our company by the fifth anniversary of such director's initial election to the Board as shown in the table below:

<u>Position</u>	<u>Share Ownership Guidelines</u>
For Non-Executive Directors (except Board Chairman)	3.0 x value of annual share grant in \$
For the Board Chairman	4.0 x value of annual share grant in \$

In the event a non-executive director holds at least the required valued of our ordinary shares during the required time period, but the value of the director's shares decreases below the shareholding requirement due to a decline in the price of our ADSs, the director shall be deemed to have complied with this policy so long as the director does not sell any shares.

Our amended policy provides that our executive officers are required to hold a multiple of their annual base salary in shares of our company as shown in the table below.

<u>Position</u>	<u>Share Ownership Guidelines</u>
Group Chief Executive Officer	4.0 x annual base salary
Chief Operating Officer	2.0 x annual base salary
Chief Financial Officer	1.5 x annual base salary
Chief People Officer	1.0 x annual base salary

Executive officers have five years to achieve the specified ownership level according to the following build-up schedule: achieving a share ownership level equivalent to 5%, 15%, 30%, 60% and 100% of their specified ownership level in the first, second, third, fourth and fifth year, respectively.

Shares owned by immediate family members and any trust for the benefit only of the executive officer/director or his or her family members are included in the determination of such executive officer/director's share ownership level.

**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 at March 31, 2016 held by each person who is known to us to have a 5.0% or more beneficial share ownership based on an aggregate of 52,406,304 ordinary shares (including 1,100,000 treasury shares) outstanding as of that date. 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.

<b>Name of Beneficial Owner</b>	<b>Number of Shares Beneficially Owned</b>	<b>Percentage Beneficially Owned (1)</b>
Waddell & Reed Financial Inc. (2)	11,044,137	21.07%
Nalanda India Fund Limited (3)	5,211,410	9.94%
FMR LLC(4)	4,928,373	9.40%
Columbia Wanger Asset Management, LLC(5)	4,471,044	8.53%

**Notes:**

- (1) Based on an aggregate of 52,406,304 ordinary shares (including 1,100,000 treasury shares) outstanding as at March 31, 2016.
- (2) Information is based on Amendment No. 5 to a report on Schedule 13G jointly filed with the Commission on February 12, 2016 by (i) Waddell & Reed Financial, Inc., or WRF, a publicly traded company; (ii) Waddell & Reed Financial Services, Inc., or WRFSI, a subsidiary of WRF; (iii) Waddell & Reed Inc., or WRI, a broker-dealer and underwriting subsidiary of WRFSI; (iv) Waddell & Reed Investment Management Company, or WRIMCO, an investment advisory subsidiary of WRI; and (v) Ivy Investment Management Company, or IICO, an investment advisory subsidiary of WRF. IICO and WRIMCO are investment advisors or sub-advisors to one or more open-end investment companies or other managed accounts which are beneficial owners of our ordinary shares. According to this Amendment No. 5, the investment advisory contracts grant IICO and WRIMCO all investment and/or voting power over securities owned by their advisory clients and the investment sub-advisory contracts grant IICO and WRIMCO investment power over securities owned by their sub-advisory clients and, in most cases, voting power. Any investment restriction of a sub-advisory contract does not restrict investment discretion or power in a material manner. Therefore, IICO and/or WRIMCO may be deemed the beneficial owner of the securities covered by this statement under Rule 13d-3 of the Exchange Act. WRF, WRFSI, WRI, WRIMCO and IICO are of the view that they are not acting as a "group" for purposes of Section 13(d) under the Exchange Act. Indirect "beneficial ownership" is attributed to the respective parent companies solely because of the parent companies' control relationship to WRIMCO and IICO.
- (3) Information is based on a report on Schedule 13G filed with the Commission on February 2, 2011 by Nalanda India Fund Limited.
- (4) Information is based on Amendment No. 11 to a report on Schedule 13G jointly filed with the Commission on February 12, 2016 by FMR LLC and Abigail P. Johnson. Abigail P. Johnson is a Director, the Vice Chairman, the Chief Executive Officer and the President of FMR LLC. According to this Amendment No. 11, members of the Johnson family, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the US Investment Company Act of 1940, to form a controlling group with respect to FMR LLC. Neither FMR LLC nor Abigail P. Johnson has the sole power to vote or direct the voting of the shares owned directly by the various investment companies registered under the Investment Company Act of 1940, or Fidelity Funds, advised by Fidelity Management & Research Company, or FMR Co, a wholly owned subsidiary of FMR LLC. Such power resides with the Fidelity Funds' Boards of Trustees. FMR Co carries out the voting of the shares under written guidelines established by the Fidelity Funds' Boards of Trustees.
- (5) Information is based on Amendment No. 7 to a report on Schedule 13G filed with the Commission on February 11, 2015 by Columbia Wanger Asset Management LLC.



## [Table of Contents](#)

The following summarizes the significant changes in the percentage ownership held by our major shareholders during the past three years:

- WRF, WRFSI, WRI, WRIMCO and IICO jointly reported their percentage ownership of our ordinary shares to be 15.5% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 2 to a report on Schedule 13G filed with the Commission on February 7, 2014, 20.6% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 3 and 4 to a report on Schedule 13G filed with the Commission on December 10, 2014 and February 13, 2015, respectively, and 21.1% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 5 to a report on Schedule 13G filed with the Commission on February 12, 2016.
- FMR LLC reported its percentage ownership of our ordinary shares to be 14.8% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 9 to a report on Schedule 13G jointly filed with the Commission on February 14, 2014, 14.081% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 10 to a report on Schedule 13G jointly filed with the Commission on February 13, 2015, and 9.425% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 11 to a report on Schedule 13G jointly filed with the Commission on February 12, 2016.
- Columbia Wanger Asset Management, LLC reported its percentage ownership of our ordinary shares to be 9.5% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 6 to a report on Schedule 13G filed with the Commission on February 6, 2014 and 8.6% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 7 to a report on Schedule 13G filed with the Commission on February 11, 2015.
- TimesSquare Capital Management, LLC reported its percentage ownership of our ordinary shares to be 8.1% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 1 to a report on Schedule 13G filed with the Commission on February 10, 2014, 6.6% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 2 to a report on Schedule 13G filed with the Commission on February 11, 2015, and 3.8% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 3 to a report on Schedule 13G filed with the Commission on February 10, 2016.
- William Blair & Company, LLC reported its percentage ownership of our ordinary shares to be 8.2% (based on the then number of our ordinary shares reported as outstanding at that time) in a report on Schedule 13G filed with the Commission on February 6, 2014, 6.20% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 1 to a report on Schedule 13G filed with the Commission on February 4, 2015 and 0.26% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 3 to a report on Schedule 13G filed with the Commission on February 12, 2016.
- Wellington Management Group LLP reported its percentage ownership of our ordinary shares to be 5.30% (based on the then number of our ordinary shares reported as outstanding at that time) in a report on Schedule 13G filed with the Commission on February 11, 2015 and 3.81% (based on the then number of our ordinary shares reported as outstanding at that time) in Amendment No. 1 to a report on Schedule 13G filed with the Commission on February 11, 2016.

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

As at March 31, 2016, 20,501,869 of our ordinary shares, representing 46.94% of our outstanding ordinary shares, were held by a total of 21 holders of record with addresses in the US. As at the same date, 52,182,911 of our ADSs (representing 52,182,911 ordinary shares), representing 99.57% of our outstanding ordinary shares, were held by one registered holder of record with addresses in and outside of the US. Since certain of these ordinary shares and ADSs were held by brokers or other nominees, the number of record holders in the US 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.

**B. Related Party Transactions**

(Amounts in thousands)

The following is a description of our related party transactions, determined in accordance with the rules and regulations promulgated under the Exchange Act, that were either material to us or the related party, or otherwise unusual or outside the ordinary course of business.

During fiscal 2015, Mr. Gareth Williams was appointed as a director of SAGA Plc. who is our client. During fiscal 2016, we earned a net revenue of \$5,994 from this client.

**C. Interests of Experts and Counsel**

Not applicable.

## ITEM 8. FINANCIAL INFORMATION

### A. Consolidated Statements and Other Financial Information

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

#### *Tax Assessment Orders*

Transfer pricing regulations to which we are subject require that any international transaction among the WNS group enterprises be on arm’s-length terms. Transfer pricing regulations in India have been extended to cover specified Indian domestic transactions as well. We believe that the international and India domestic transactions among the WNS group enterprises are on arm’s-length terms. If, however, the applicable tax authorities determine that the transactions among the WNS group enterprises do not meet arm’s-length criteria, we may incur increased tax liability, including accrued interest and penalties. This would cause our tax expense to increase, possibly materially, thereby reducing our profitability and cash flows. The applicable tax authorities may also disallow deductions or tax holiday benefits claimed by us and assess additional taxable income on us in connection with their review of our tax returns.

From time to time, we receive orders of assessment from the Indian tax authorities assessing additional taxable income on us and/or our subsidiaries in connection with their review of our tax returns. We currently have orders of assessment for fiscal 2004 through fiscal 2012 pending before various appellate authorities. These orders assess additional taxable income that could in the aggregate give rise to an estimated ₹ 2,798.2 million (\$42.2 million based on the exchange rate on March 31, 2016) in additional taxes, including interest of ₹ 1,029.7 million (\$15.5 million based on the exchange rate on March 31, 2016).

## [Table of Contents](#)

The following sets forth the details of these orders of assessment:

Entity	Tax year(s)	Amount demanded (including interest)		Interest on amount demanded	
		(₹)	(US dollars in millions)	(₹)	(US dollars in millions)
WNS Global	Fiscal 2004	₹ 12.5	\$ (0.2) <sup>(1)</sup>	₹ 3.1	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2005	₹ 27.4	\$ (0.4) <sup>(1)</sup>	₹ 8.6	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2006	₹ 527.1	\$ (8.0) <sup>(1)</sup>	₹ 194.9	\$ (2.9) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2006	₹ 67.9	\$ (1.0) <sup>(1)</sup>	₹ 24.1	\$ (0.3) <sup>(1)</sup>
WNS Global	Fiscal 2007	₹ 98.7	\$ (1.5) <sup>(1)</sup>	₹ 31.9	\$ (0.5) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2007	₹ 34.3	\$ (0.5) <sup>(1)</sup>	₹ 10.8	\$ (0.2) <sup>(1)</sup>
WNS Global	Fiscal 2008	₹ 819.6	\$ (12.3) <sup>(1)</sup>	₹ 344.1	\$ (5.1) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2008	₹ 28.0	\$ (0.4) <sup>(1)</sup>	₹ 8.9	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2009	₹ 973.9	\$ (14.7) <sup>(1)</sup>	₹ 336.9	\$ (5.0) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2009	₹ 21.1	\$ (0.3) <sup>(1)</sup>	₹ 4.1	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2010	₹ 60.2	\$ (0.9) <sup>(1)</sup>	₹ 23.5	\$ (0.4) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2010	₹ 1.8	\$ (0.1) <sup>(1)</sup>	₹ 0.4	\$ (0.1) <sup>(1)</sup>
WNS BCS and permanent establishment of WNS North America Inc. and WNS UK in India	Fiscal 2011	₹ 9.7	\$ (0.1) <sup>(1)</sup>	₹ 3.2	\$ (0.1) <sup>(1)</sup>
WNS Global	Fiscal 2012	₹ 116.0	\$ (1.8) <sup>(1)</sup>	₹ 35.2	\$ (0.5) <sup>(1)</sup>
<b>Total</b>		<b>₹ 2,798.2</b>	<b>\$ (42.2)<sup>(1)</sup></b>	<b>₹ 1,029.7</b>	<b>\$ (15.5)<sup>(1)</sup></b>

### Note:

(1) Based on the exchange rate as at March 31, 2016.

## [Table of Contents](#)

The aforementioned orders of assessment allege that the transfer prices we applied to certain of the international transactions between WNS Global or WNS BCS (each of which is one of our Indian subsidiaries), as the case may be, and our other wholly-owned subsidiaries named above were not on arm's-length terms, disallow a tax holiday benefit claimed by us, deny the set-off of brought forward business losses and unabsorbed depreciation and disallow certain expenses claimed as tax deductible by WNS Global or WNS BCS, as the case may be. As at March 31, 2016, we have provided a tax reserve of ₹ 907.0 million (\$13.7 million based on the exchange rate on March 31, 2016) primarily on account of the Indian tax authorities' denying the set off of brought forward business losses and unabsorbed depreciation. We have appealed against these orders of assessment before higher appellate authorities.

In addition, we currently have orders of assessment pertaining to similar issues that have been decided in our favor by first level appellate authorities, vacating tax demands of ₹ 2,845.7 million (\$42.9 million based on the exchange rate on March 31, 2016) in additional taxes, including interest of ₹ 879.3 million (\$13.3 million based on the exchange rate on March 31, 2016). The income tax authorities have filed appeals against these orders at higher appellate authorities.

In case of disputes, the Indian tax authorities may require us to deposit with them all or a portion of the disputed amounts pending resolution of the matters on appeal. Any amount paid by us as deposits will be refunded to us with interest if we succeed in our appeals. We have deposited some portion of the disputed amount with the tax authorities and may be required to deposit the remaining portion of the disputed amount with the tax authorities pending final resolution of the respective matters.

As at March 31, 2016, corporate tax returns for fiscal years 2013 and thereafter remain subject to examination by tax authorities in India.

After consultation with our Indian tax advisors and based on the facts of these cases, certain legal opinions from counsel, the nature of the tax authorities' disallowances and the orders from first level appellate authorities deciding similar issues in our favor in respect of assessment orders for earlier fiscal years, we believe these orders are unlikely to be sustained at the higher appellate authorities and we intend to vigorously dispute the orders of assessment.

In March 2009, we also received an assessment order from the Indian Service Tax Authority demanding payment of ₹ 348.1 million (\$5.3 million based on the exchange rate on March 31, 2016) of service tax and related penalty for the period from March 1, 2003 to January 31, 2005. The assessment order alleges that service tax is payable in India on BPM services provided by WNS Global to clients based abroad as the export proceeds are repatriated outside India by WNS Global. In response to an appeal filed by us with the appellate tribunal against the assessment order in April 2009, the appellate tribunal has remanded the matter back to the lower tax authorities to be adjudicated afresh. Based on consultations with our Indian tax advisors, we believe this order of assessment is more likely than not to be upheld in our favor. We intend to continue to vigorously dispute the assessment.

No assurance can be given, however, that we will prevail in our tax disputes. If we do not prevail, payment of additional taxes, interest and penalties may adversely affect our results of operations, financial condition and cash flows. There can also be no assurance that we will not receive similar or additional orders of assessment in the future.

**Dividend Policy**

Subject to the provisions of the 1991 Law and our Articles of Association, we may by ordinary resolution declare dividends to be paid to our shareholders according to their respective rights. Any dividends we may declare must not exceed the amount recommended by our Board of Directors. Our Board may 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. See “Part I — Item 10. Additional Information — B. Memorandum and Articles of Association.” We can only declare dividends 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 12 months 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.

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 have 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, commenced trading on the NYSE on July 26, 2006. The ADSs were issued by our depository, Deutsche Bank Trust Company Americas, pursuant to a deposit agreement. The number of our outstanding ordinary shares (including the ordinary shares underlying ADSs) as at March 31, 2016 was 52,406,304 (including 1,100,000 treasury shares). As at March 31, 2016, there were 52,182,911 ADSs outstanding (representing 52,182,911 ordinary shares).

The high and low last reported sale prices per ADS for the periods indicated are as shown below:

	<b>Price per ADS on NYSE</b>	
	<b>High</b>	<b>Low</b>
<b>Fiscal year:</b>		
2012	\$ 13.05	\$ 7.82
2013	\$ 15.01	\$ 9.07
2014	\$ 22.61	\$ 13.37
2015	\$ 25.97	\$ 17.11
2016	\$ 34.36	\$ 23.28
<b>Fiscal Quarter:</b>		
2015		
First quarter	\$ 19.72	\$ 17.11
Second quarter	\$ 23.01	\$ 17.82
Third quarter	\$ 22.92	\$ 19.33
Fourth quarter	\$ 25.97	\$ 19.36
2016		
First quarter	\$ 27.99	\$ 23.28
Second quarter	\$ 31.50	\$ 26.11
Third quarter	\$ 34.36	\$ 27.94
Fourth quarter	\$ 31.03	\$ 25.09
<b>Month:</b>		
November 2015	\$ 34.36	\$ 30.01
December 2015	\$ 31.83	\$ 29.23
January 2016	\$ 30.84	\$ 26.01
February 2016	\$ 30.21	\$ 25.01
March 2016	\$ 31.03	\$ 28.38
April 2016	\$ 28.79	\$ 26.50

**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 JFSC in accordance with Article 17(3) of the 1991 Law on January 12, 2006.

The address of our secretary and share registrar is Computershare Investor Services (Jersey) Limited, or Computershare, at Queensway House, Hilgrove Street, St Helier, Jersey JE1 1ES. Our share register is maintained at the premises of Computershare.

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 “Part III — Item 19. Exhibits — Exhibit 1.1” and “Part III — Item 19. Exhibits — Exhibit 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 at March 31, 2016, the authorized share capital is £6,100,000, divided into 60,000,000 ordinary shares of 10 pence each and 1,000,000 preferred shares of 10 pence each. As at March 31, 2016, 2015 and 2014, we had 52,406,634, 51,950,662 and 51,347,538 ordinary shares outstanding, respectively. The increase in the number of ordinary shares outstanding during the last three fiscal years resulted from the issuance of ordinary shares pursuant to our two share-based incentive plans, our 2002 Stock Incentive Plan and our 2006 Incentive Award Plan (as amended and restated). On September 13, 2011, we adopted the second amendment and restatement of our 2006 Incentive Award Plan to increase the number of ordinary shares and ADSs available for grant thereunder by 2,200,000 ordinary shares/ADSs to a total of 6,200,000 ordinary shares/ADSs. On September 25, 2013, we adopted the third amendment and restatement of our 2006 Incentive Award Plan to increase the number of ordinary shares and ADSs available for grant thereunder by 2,400,000 ordinary shares/ADSs to a total of 8,600,000 ordinary shares/ADSs. We have not issued any shares for consideration other than cash. There are no preferred shares outstanding.

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 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 than is fixed by our Memorandum of Association;
- 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 18 months may elapse between the date of one annual general meeting and the next.

## [Table of Contents](#)

Our Articles of Association provide that 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);
- 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 our 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 of Association 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.

## [Table of Contents](#)

### ***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 distributable reserves. 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 distributable reserves.

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 the directors so resolve, be forfeited and shall cease to remain owing by us and shall henceforth belong to us absolutely.

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 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.

## [Table of Contents](#)

### ***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 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 of Association 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 10% 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 14 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.

## [Table of Contents](#)

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 24 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.

## [Table of Contents](#)

### ***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 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***

Insofar 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 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.

## [Table of Contents](#)

### ***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 and subject to certain conditions, purchase any of our shares which are fully paid.

We may fund the purchase of our own shares from any source provided that our directors are satisfied that immediately after the date on which the purchase is made, we will be able to discharge our liabilities as they fall due and that having regard to (i) our prospects and to the intentions of our directors with respect to the management of our business and (ii) the amount and character of the financial resources that will in their view be available to us, we will be able to (a) continue to carry on our business and (b) discharge our liabilities as they fall due until the expiry of the period of 12 months immediately following the date on which the purchase was made or until we are dissolved, whichever occurs first.

We cannot purchase our shares if, as a result of such purchase, only redeemable shares would be in issue. Any shares that we purchase (other than shares that are, immediately after being purchased, held as treasury shares) are treated as cancelled upon purchase.

#### ***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) (other than treasury shares and any shares already held by the offeror and its associates 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% in nominal 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% in nominal value of all of the shares of the target company (other than treasury shares and any shares already held by the offeror and its associates at the date of the offer), 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 3/4ths of the voting rights of 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 all 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. The Companies (Takeovers and Mergers Panel) (Jersey) Law 2009 empowers the Minister for Economic Development in Jersey, or the Minister, to appoint a Panel on Takeovers and Mergers, or the Jersey Panel, as the body responsible for regulating takeovers and mergers of companies incorporated in Jersey. The Minister has appointed the UK Panel on Takeovers and Mergers, or the UK Panel, to carry out the functions of the Jersey Panel. The Jersey Panel will be empowered to promulgate rules regulating takeovers and mergers of Jersey companies, or the Jersey Code. The rules applicable to the regulation of takeovers and mergers promulgated by the UK Panel as set out in The City Code on Takeovers and Mergers, or the UK Code, have been adopted as the Jersey Code. Rule 9 of the UK Code contains rules relative to mandatory offers. However, the UK Code only applies to (i) offers for Jersey companies if any of their securities are admitted to trading on a regulated market in the United Kingdom or any stock exchange in the Channel Islands or the Isle of Man and (ii) to public or certain private Jersey companies which are considered by the Panel to have their place of central management and control in the United Kingdom, the Channel Islands or the Isle of Man. As none of our securities are listed on a regulated market in the United Kingdom or on any stock exchange in the Channel Islands or the Isle of Man and as we are not centrally managed and controlled in the United Kingdom, the Channel Islands or the Isle of Man, it is not anticipated that the UK Code (which has been adopted as the Jersey Code) will apply to us.

In 2012, the UK Panel published consultation paper 'PCP 2012/3: Companies subject to the Takeover Code', which sought views on proposed amendments to the rules for determining the companies that are subject to the UK Code. No changes have yet been made to the UK Code on the basis of that consultation. It is possible that future changes to the rules for determining the companies that are subject to the UK Code, made on the basis of that consultation or otherwise, could result in the UK Code (which has been adopted as the Jersey Code) applying to us.

### ***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.

## [Table of Contents](#)

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 reflects 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 English company law. However, the 1991 Law is considerably more limited in content than English company law 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 our 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 Shareholders' Rights**

We are incorporated under the laws of Jersey, Channel Islands. The following discussion summarizes certain material differences between the rights of holders of our ordinary shares and the rights of holders of the common stock of a typical corporation incorporated under the laws of the State of Delaware which result from differences in governing documents and the laws of Jersey, Channel Islands and Delaware. The rights of holders of our ADSs differ in certain respects from those of holders of our ordinary shares.

This discussion does not purport to be a complete statement of the rights of holders of our ordinary shares under applicable law in Jersey, Channel Islands and our Memorandum and Articles of Association or the rights of holders of the common stock of a typical corporation under applicable Delaware law and a typical certificate of incorporation and bylaws.

#### **Corporate Law Issue**

#### ***Special Meetings of Shareholders***

#### **Delaware Law**

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.

#### **Jersey Law**

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.

Corporate Law Issue

***Interested Director Transactions***

Delaware Law

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.

Jersey Law

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.

## [Table of Contents](#)

### Corporate Law Issue ***Cumulative Voting***

#### Delaware Law

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.

#### Jersey Law

There are no provisions in the 1991 Law relating to cumulative voting.

### ***Approval of Corporate Matters by Written Consent***

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.

### ***Business Combinations***

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 involving a Jersey company must be generally documented in a merger agreement which must be approved by special resolution of that company.

Corporate Law Issue

***Limitations on Directors Liability***

Delaware Law

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 director's 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, or unlawful share purchase or redemption, 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.

Jersey Law

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).

***Indemnification of Directors and Officers***

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.

## Table of Contents

### Corporate Law Issue Appraisal Rights

#### Delaware Law

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.

#### Jersey Law

The 1991 Law does not confer upon shareholders any appraisal rights.

### Shareholder Suits

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.

### Inspection of Books and Records

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.

## [Table of Contents](#)

### Corporate Law Issue **Amendments to Charter**

#### Delaware Law

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.

#### Jersey Law

The memorandum and articles of association of a Jersey company may only be amended by special resolution (being a two-third majority if the articles of association of the company do not specify a greater majority) passed by shareholders in general meeting or by written resolution signed by all the shareholders entitled to vote.

### **Transfer Agent and Registrar**

The transfer agent and registrar for our ADSs is 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.

***(1) Master Services Agreement dated July 11, 2008 between Aviva Global Services (Management Services) Private Limited and WNS Capital Investment Limited (“2008 Aviva master services agreement”), (2) Variation Agreement dated August 3, 2009 to the 2008 Aviva master services agreement, (3) Novation and Agreement of Amendment dated March 24, 2011 among Aviva Global Services (Management Services) Private Limited, WNS Capital Investment Limited and WNS Global Services Private Limited, and (4) 2014 Amendment and Restatement Agreement dated September 5, 2014***

On July 11, 2008, WNS Capital Investment Limited had entered into the Aviva master services agreement with Aviva MS, pursuant to which Aviva MS agrees to appoint us as service provider and prime contractor to supply certain BPM services to the Aviva group for an initial term of eight years and four months. Under the agreement, Aviva MS has agreed to provide a minimum volume of business, or minimum volume commitment, to us during the term of the contract. The minimum volume commitment is calculated as 3,000 billable full-time employees, where one billable full-time employee is the equivalent of a production employee engaged by us to perform our obligations under the contract for one working day of at least nine hours for 250 days a year. We replaced the 2008 Aviva master services agreement in its entirety with the Aviva master services agreement, by entering into an amendment and restatement agreement in September 2014 in the ordinary course of business. See “Item 5. Operating and Financial Review and Prospects — Our Contracts — Revenue by Contract Type.”

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[Table of Contents](#)

**(5) Employment Agreement dated February 1, 2010 between Keshav R. Murugesh and WNS Global Services Private Limited.**

Please see “Part I — Item 6. Directors, Senior Management and Employees — B. Compensation — Employment Agreement of our Executive Director.”



**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.

**Exchange Rates**

Substantially all of our revenue is denominated in pound sterling or US dollars and large part 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 spot rate released by the Federal Reserve Board:

<b>Fiscal year:</b>	<b>Period End(1)</b>	<b>Average(2)</b>	<b>High</b>	<b>Low</b>
2012	₹ 50.89	₹ 47.81	₹ 53.71	₹ 44.00
2013	54.52	54.36	57.13	50.64
2014	60.00	60.35	68.80	53.65
2015	62.31	61.11	63.67	58.30
2016	66.25	65.39	68.84	61.99
2017 (until May 6, 2016)	66.52	66.44	66.70	66.05

**Notes:**

- (1) The spot 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 daily exchange rates during the period.

The following table sets forth, for the periods indicated, information concerning the exchange rates between Indian rupees and US dollars based on the spot rate released by the Federal Reserve Board:

<b>Month:</b>	<b>High</b>	<b>Low</b>
October 2015	₹ 65.57	₹ 64.70
November 2015	66.86	65.46
December 2015	67.10	66.00
January 2016	68.08	66.49
February 2016	68.84	67.57
March 2016	67.75	66.25
April 2016	66.70	66.05
May 2016 (until May 6, 2016)	66.63	66.36

## [Table of Contents](#)

The following table sets forth, for the periods indicated, information concerning the exchange rates between the pound sterling and US dollars based on the spot rate released by the Federal Reserve Board:

<u>Fiscal year:</u>	<u>Period End(1)</u>	<u>Average(2)</u>	<u>High</u>	<u>Low</u>
2012	£ 0.63	£ 0.63	£0.65	£0.60
2013	0.66	0.63	0.67	0.61
2014	0.60	0.63	0.67	0.60
2015	0.67	0.62	0.68	0.58
2016	0.70	0.66	0.72	0.63
2017 (until May 6, 2016)	0.69	0.70	0.71	0.68

### Notes:

- (1) The spot 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 daily exchange rates 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 spot rate released by the Federal Reserve Board:

<u>Month:</u>	<u>High</u>	<u>Low</u>
October 2015	£0.66	£0.65
November 2015	0.66	0.65
December 2015	0.68	0.66
January 2016	0.71	0.68
February 2016	0.72	0.69
March 2016	0.72	0.69
April 2016	0.71	0.68
May 2016 (until May 6, 2016)	0.69	0.68

## **E. Taxation**

### **Jersey Tax Consequences**

#### **General**

##### ***Jersey tax considerations***

The following summary of the anticipated treatment of the company and holders of ordinary shares (other than residents of Jersey) is based on Jersey taxation law and practice as it is understood to apply at the date of this annual report. It does not constitute legal or tax advice and does not address all aspects of Jersey tax law and practice. Holders of our ordinary shares (or ADSs) should consult their professional advisers on the implications of acquiring, buying, holding, selling or otherwise disposing of ordinary shares (or ADSs) under the laws of the jurisdictions in which they may be liable to taxation. Shareholders (and holders of ADSs) should be aware that tax laws, rules and practice and their interpretation may change.

##### ***Taxation of the company***

Jersey taxation legislation provides that the general basic rate of income tax on the profits of companies regarded as resident in Jersey or having a permanent establishment in Jersey will be 0% and that only a limited number of financial services companies shall be subject to income tax at a rate of 10%.

Under the Income Tax (Jersey) Law 1961, we are regarded as tax resident in Jersey but, not being a financial services company for the purposes of Jersey taxation legislation, are subject to the general basic rate of income tax on profits of 0%.

If the company derives any income from the ownership, disposal or exploitation of land in Jersey or the importation into Jersey or supplying in Jersey of hydrocarbon oil, such income will be subject to Jersey income tax at the rate of 20%. It is not expected that the company will derive any such income.

A 5% goods and services tax is generally paid in Jersey on the sale or exchange of goods and services in Jersey. All businesses with a 12-month taxable turnover in excess of £300,000 must, by Jersey law, register for this tax unless they are an international services entity, or ISE. For so long as the company is an ISE within the meaning of the Goods and Services (Jersey) Law 2007, having satisfied the requirements of the Goods and Services Tax (International Services Entities) (Jersey) Regulations 2008, as amended, a supply of goods or services made by or to the company shall not be a taxable supply for the purposes of Jersey law.

##### ***Taxation of holders of ordinary shares and ADSs***

The company will be entitled to pay dividends to holders of ordinary shares and ADSs without any withholding or deduction for, or on account of, Jersey tax. The holders of ordinary shares and ADSs (other than residents of Jersey) will not be subject to any tax in Jersey in respect of the holding, sale or other disposition of such ordinary shares or ADSs.

##### **Foreign Account Tax Compliance Act (FATCA)**

FATCA was enacted by the United States Congress in March 2010 and came into effect in 2014 (albeit with staggered implementation dates). FATCA requires Financial Institutions, or FIs, to use enhanced due diligence procedures to identify US persons who have invested in either non-US financial accounts or non-US entities. Pursuant to FATCA, certain payments of (or attributable to) US-source income, and the proceeds of sales of property that give rise to US-source payments made to the company, would be subject to 30% withholding tax unless the company agrees to adopt certain reporting and withholding requirements. Although we will use reasonable efforts to avoid the imposition of such withholding tax, no assurance can be given that we will be able to do so.

On December 13, 2013 the Chief Minister of Jersey signed the US-Jersey Intergovernmental Agreement, or IGA, which imposes certain due diligence and reporting requirements on Jersey FIs. Where applicable information regarding shareholders, their ultimate beneficial owners and/or controlling persons, and their investment in and returns from the company, may need to be reported to the local States of Jersey tax authority. As Jersey has implemented FATCA under a Model 1 IGA, no withholding tax, such as that outlined under the US Regulations applies.

Following the US implementation of FATCA, the UK introduced their own information reporting regime with certain Crown Dependencies and Overseas Territories such as Jersey. On October 22, 2013 the Chief Minister of Jersey signed the UK-Jersey IGA. The application of this UK FATCA regime is similar to US FATCA except that it imposes disclosure requirements in respect of certain shareholders who are, or are entities that are controlled by one or more, residents of the UK.

Both the US and UK FATCA IGAs are implemented through Jersey's domestic legislation, in accordance with guidance notes which are published in draft form and updated on a regular basis. The first reporting deadline under the US FATCA IGA was June 30, 2015 and that under the UK FATCA IGA is June 30, 2016. Reporting is due annually thereafter with UK FATCA merging fully into Common Reporting Standard, or CRS, over the coming years.

## [Table of Contents](#)

### Common Reporting Standard (CRS)

On February 13, 2014, the Organisation for Economic Co-operation and Development, or OECD, released the CRS. This global standard for the automatic exchange of financial account information was modelled largely on the US FATCA regime but with some notable differences. On October 29, 2014, fifty-one jurisdictions signed the Multilateral Agreement that activates this automatic exchange of FATCA-like information in line with the CRS. There are now in excess of 90 jurisdictions signed up for implementation. Pursuant to the Multilateral Agreement, certain disclosure requirements may be imposed in respect of certain shareholders who are, or are entities that are controlled by one or more, residents of any of the signatory jurisdictions. It is expected that, where applicable, information that would need to be disclosed will include certain information about shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the company. Both Jersey and the UK have signed up to the Multilateral Agreement. To date the US has shown no intent to participate in the regime. Implementation for early adopters (including Jersey) began on January 1, 2016, with jurisdictions pledging to work towards the first information exchanges taking place by September 2017. Others are expected to follow with information exchange starting in 2018.

Jersey has released domestic CRS regulations as well as CRS guidance notes which are again in draft form. The first reporting under CRS in Jersey will be required by June 30, 2017.

### Stamp duty

No stamp duty is payable in Jersey on the issue or inter vivos transfer of ordinary shares or ADSs.

Upon the death of a holder of ordinary shares or ADSs, a grant of probate or letters of administration will be required to transfer ordinary shares or ADSs of the deceased person to the extent that the ordinary shares or ADSs are considered moveable estate situated in Jersey, except that, where the deceased person was domiciled outside of Jersey at the time of death, the company may (at its discretion) dispense with this requirement where the value of the deceased's movable estate in Jersey does not exceed £10,000.

Upon the death of a holder of ordinary shares or ADSs (and to the extent that the ordinary shares or ADSs are considered movable estate situated in Jersey), Jersey probate stamp duty will be payable on the registration in Jersey of a grant of probate or letters of administration, which will be required in order to transfer or otherwise deal with:

- (A) (where the deceased person was domiciled in Jersey at the time of death) the deceased person's personal estate wherever situated (including any ordinary shares or ADSs to the extent that the ordinary shares or ADSs are considered movable estate situated in Jersey) if the net value of such personal estate exceeds £10,000; or
- (B) (if the deceased person was domiciled outside of Jersey at the time of death) the deceased person's personal estate situated in Jersey (including any ordinary shares or ADSs to the extent that the ordinary shares or ADSs are considered movable estate situated in Jersey) if the net value of such personal estate exceeds £10,000.

The rate of probate stamp duty payable is:

- (A) (where the net value of the deceased person's relevant personal estate does not exceed £100,000) 0.5% of the net value of the deceased person's relevant personal estate;
- (B) (where the net value of the deceased person's relevant personal estate exceeds £100,000) £500 for the first £100,000 plus 0.75% of the net value of the deceased person's relevant personal estate which exceeds £100,000; or
- (C) (where the net value of the deceased person's relevant personal estate exceeds £13,360,000) the sum of £100,000.

In addition, application and other fees may be payable. Jersey does not otherwise levy taxes upon capital, inheritances, capital gains or gifts, nor are there any other estate duties

### 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.

## [Table of Contents](#)

The following discussion does not address the Medicare contribution tax on net investment income or 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;
- entities treated as partnerships or other pass-through entities, or persons holding ADSs or ordinary shares through such entities; or
- persons that actually or constructively own 10% or more of our voting share; or
- persons who acquired ADSs or ordinary shares pursuant to the exercise of any employee share option or otherwise as compensation.

**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:

- an individual who is 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 an entity treated as a partnership that holds ADSs or ordinary shares, your tax treatment will depend on your status and the activities of such entity.

## [Table of Contents](#)

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. The US Treasury has expressed concerns that intermediaries in the chain of ownership between the holder of an ADS and the issuer of the security underlying the ADS may be taking actions that are inconsistent with the beneficial ownership of the underlying security (for example, pre-releasing ADSs to persons that do not have the beneficial ownership of the securities underlying the ADSs). Accordingly, the creditability of any foreign taxes paid and the availability of the reduced tax rate for any dividends received by certain non-corporate US Holders, including individuals US Holders (as discussed below), could be affected by actions taken by intermediaries in the chain of ownership between the holders of ADSs and us if as a result of such actions the holders of ADSs are not properly treated as beneficial owners of the underlying ordinary shares.

### ***Distributions***

Subject to the rules applicable to PFICs, 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. To the extent the amount of the distribution exceeds our current and accumulated earnings and profits (as determined under US federal income tax principles), such excess amount will be treated first as a tax-free return of your tax basis in your ADSs or ordinary shares, and then, to the extent such excess amount exceeds your tax basis in your ADSs or ordinary shares, as capital gain. 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, under current law dividends may be “qualified dividend income” that is taxed at the lower applicable capital gains rate provided that (1) we are neither a PFIC nor treated as such with respect to you (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 US 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. However, based on existing guidance, it is not entirely clear whether any dividends you receive with respect to the ordinary shares will be taxed as qualified dividend income, because the ordinary shares are not themselves listed on US exchange. You should consult your 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 a currency other than the US dollar (a foreign currency) will be equal to the US dollar value of such foreign currency 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 foreign currency will be US source ordinary income or loss, subject to certain exceptions and limitations. If such foreign currency is converted into US dollars on the date of receipt, a US Holder generally should not be required to recognize foreign currency gain or loss in respect of the dividend. The amount of any distribution of property other than cash will be the fair market value of such property on the date of distribution.

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. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends distributed by us with respect to the ADSs or ordinary shares will generally constitute “passive category income.” To the extent the dividends would be taxable as qualified dividend income with respect to non-corporate US Holders, including individual US Holders (subject to the discussion above), the amount of the dividends taken into account for purposes of calculating the foreign tax credit limitation will in general be limited to the gross amount of the dividend, multiplied by the reduced tax rate applicable to qualified dividend income and divided by the highest tax rate normally applicable to dividends. 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 PFIC 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 determined by reference to the spot rate of exchange on the date of the sale or other disposition. However, if the ADSs or ordinary shares, as applicable, are treated as traded on an “established securities market” and you are either a cash basis taxpayer or an accrual basis taxpayer that has made a special election (which must be applied consistently from year to year and cannot be changed without the consent of the IRS), you will determine the US dollar value of the amount realized in a foreign currency by translating the amount received at the spot rate of exchange on the settlement date of the sale. 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. If you use foreign currency to purchase ADSs or ordinary shares, the cost of such ADSs or ordinary shares will be the US dollar value of the foreign currency purchase price determined by reference to the spot rate of exchange on the date of purchase. However, if the ADSs or ordinary shares, as applicable, are treated as traded on an established securities market and you are either a cash basis taxpayer or an accrual basis taxpayer who has made the special election described above, you will determine the US dollar value of the cost of such ADSs or ordinary shares, as applicable, by translating the amount paid at the spot rate of exchange on the settlement date of the purchase.

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 PFIC 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 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 financial statements and relevant market and shareholder data, we believe that we should not be treated as a PFIC with respect to our most recently closed taxable year. If we were treated as a PFIC for any year during which you held ADSs or ordinary shares, we will continue to be treated as a PFIC for all succeeding years during which you hold ADS or ordinary shares, absent a special election as discussed below. The application of the PFIC rules is subject to uncertainty in several respects, and we cannot assure you we will not be a PFIC for any taxable year.

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” 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, or QEF, election (if available) as discussed below. Distributions you receive in a taxable year that are greater than 125% of the average annual 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.

## [Table of Contents](#)

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 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 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 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 the ADSs are traded in sufficient quantities. US Holders of ADSs or ordinary shares should consult their 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.

If you hold ADSs or ordinary shares in any year in which we or any of our subsidiaries are a PFIC, you would be required to file an annual information report with the US Internal Revenue Service, for each entity that is a PFIC, 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 tax advisors regarding the potential application of the PFIC rules to your ownership of ADSs or ordinary shares and the elections discussed above.



## [Table of Contents](#)

### ***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. 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.

### ***Additional Reporting Requirements***

US individuals that own “specified foreign financial assets” with an aggregate value in excess of certain amounts are generally required to file an information report with respect to such assets with their tax returns. “Specified foreign financial assets” include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-US persons, (ii) financial instruments and contracts held for investment that have non-US issuers or counterparties, and (iii) interests in foreign entities. Our ADSs or ordinary shares may be subject to these rules. US Holders that are individuals should consult their tax advisers regarding the application of this requirement to their ownership of our shares.

### **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](http://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 “Part I—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 losses. 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. 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, implementation of borrowing strategies and monitoring compliance with market risk limits and policies. Our Foreign Exchange Committee, comprising the Chairman of the Board, our Group Chief Executive Officer and our Group Chief Financial Officer, is the approving authority for all our hedging transactions.

#### 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 (non-GAAP) is denominated in pound sterling and US dollars, approximately 49.1% of our expenses (net of payments to repair centers made as part of our WNS Auto Claims BPM segment) in fiscal 2016 were incurred and paid in Indian rupees. The exchange rates between each of the pound sterling, the Indian rupee, the Australian dollar, the South African rand and the Philippines peso, on the one hand, and the US dollar, on the other hand, have changed substantially in recent years and may fluctuate substantially in the future. See "Part I — Item 5 Operating and Financial Review Prospects — Foreign Exchange — Exchange Rates."

Our exchange rate risk primarily arises from our foreign currency-denominated receivables. Based upon our level of operations in fiscal 2016, a sensitivity analysis shows that a 10% appreciation or depreciation in the pound sterling against the US dollar would have increased or decreased revenue by approximately \$26.0 million and increased or decreased revenue less repair payments (non-GAAP) by approximately \$22.9 million in fiscal 2016, and a 10% appreciation or depreciation in the Australian dollar against the US dollar would have increased or decreased revenue by approximately \$3.8 million and increased or decreased revenue less repair payments (non-GAAP) by approximately \$3.8 million in fiscal 2016. Similarly, a 10% appreciation or depreciation in the Indian rupee against the US dollar would have increased or decreased our expenses incurred and paid in Indian rupee in fiscal 2016 by approximately \$23.1 million, and a 10% appreciation or depreciation in the South African rand against the US dollar would have increased or decreased our expenses incurred and paid in South African rand in fiscal 2016 by approximately \$5.2 million, and a 10% appreciation or depreciation in the Philippines peso against the US dollar would have increased or decreased our expenses incurred and paid in Philippines peso in fiscal 2016 by approximately \$2.7 million.

To protect against foreign exchange gains or losses on forecasted revenue and inter-company revenue, we have instituted a foreign currency cash flow hedging program. Our operating entities hedge a part of their forecast revenue and inter-company revenue denominated in foreign currencies with forward contracts and options.

##### *Interest Rate Risk*

We intend to selectively use interest rate swaps, options and other derivative instruments to manage our exposure to interest rate movements. These exposures are reviewed by appropriate levels of management on a periodic basis. We do not enter into hedging agreements for speculative purposes. As at March 31, 2016, we had no borrowing outstanding.

## ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

### A. Debt Securities

Not applicable.

### B. Warrants and Rights

Not applicable.

### C. Other Securities

Not applicable.

### D. American Depositary Shares

Our ADR facility is maintained with Deutsche Bank Trust Company Americas, or the Depositary, pursuant to a Deposit Agreement, dated as at July 18, 2006, among us, our Depositary and the holders and beneficial owners of ADSs. We use the term “holder” in this discussion to refer to the person in whose name an ADR is registered on the books of the Depositary.

In accordance with the Deposit Agreement, the Depositary may charge fees up to the amounts described below:

	<u>Type of Service</u>	<u>Fees</u>
1.	Issuance of ADSs, including upon the deposit of ordinary shares or to any person to whom an ADS distribution is made pursuant to share dividends or other free distributions of shares, bonus distributions, share splits or other distributions (except where converted to cash)	\$5.00 per 100 ADSs (or any portion thereof)
2.	Surrender of ADSs for cancellation and withdrawal of ordinary shares underlying such ADSs (including cash distributions made pursuant to a cancellation or withdrawal)	\$5.00 per 100 ADSs (or any portion thereof)
3.	Distribution of cash proceeds, including cash dividends or sale of rights and other entitlements, not made pursuant to a cancellation or withdrawal	\$2.00 per 100 ADSs (or any portion thereof)
4.	Issuance of ADSs upon the exercise of rights	\$5.00 per 100 ADSs (or any portion thereof)
5.	Operations and maintenance costs in administering the ADSs (provided that the total fees assessed under this item, combined with the total fees assessed under item 3 above, should not exceed \$0.02 per ADS in any calendar year)	\$0.02 per ADS per calendar year

In addition, holders or beneficial owners of our ADS, persons depositing ordinary shares for deposit and persons surrendering ADSs for cancellation and withdrawal of deposited securities will be required to pay the following charges:

- taxes (including applicable interest and penalties) and other governmental charges;
- registration fees for the registration of ordinary shares or other deposited securities with applicable registrar and applicable to transfers of ordinary shares or other deposited securities in connection with the deposit or withdrawal of ordinary shares or other deposited securities;
- certain cable, telex, facsimile and electronic transmission and delivery expenses;
- expenses and charges incurred by the Depositary in the conversion of foreign currency into US dollars;
- fees and expenses incurred by the Depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to ordinary shares, deposited securities, ADSs and ADRs;
- fees and expenses incurred by the Depositary in connection with the delivery of deposited securities; and
- any additional fees, charges, costs or expenses that may be incurred by the Depositary from time to time.

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## [Table of Contents](#)

In the case of cash distributions, the applicable fees, charges, expenses and taxes will be deducted from the cash being distributed. In the case of distributions other than cash, such as share dividends, the distribution generally will be subject to appropriate adjustments for the deduction of the applicable fees, charges, expenses and taxes. In certain circumstances, the Depositary may dispose of all or a portion of such distribution and distribute the net proceeds of such sale to the holders of ADS, after deduction of applicable fees, charges, expenses and taxes.

If the Depositary determines that any distribution in property is subject to any tax or other governmental charge which the Depositary is obligated to withhold, the Depositary may withhold the amount required to be withheld and may dispose of all or a portion of such property in such amounts and in such manner as the Depositary deems necessary and appropriate to pay such taxes or charges and the Depositary will distribute the net proceeds of any such sale after deduction of such taxes or charges to the holders of ADSs entitled to the distribution.

During fiscal 2011, the Depositary has made a payment of \$5,500 to IPREO (Hemscott Holdings Limited) on behalf of our company in consideration for our access to the Bigdough investor relations tool.

**PART II**

**ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None.

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

Not applicable.

**ITEM 15. CONTROLS AND PROCEDURES**

**Evaluation of 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 Group Chief Executive Officer and Group Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of the end of the period covered by this annual 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 Group Chief Executive Officer and Group Chief Financial Officer, as appropriate to allow timely decisions regarding our required disclosure.

Based on the foregoing, our Group Chief Executive Officer and Group Chief Financial Officer have concluded that, as at March 31, 2016, our disclosure controls and procedures were effective and provide a reasonable level of assurance.

**Management's Report on Internal Control over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting.

Internal control over financial reporting refers to a process designed by, or under the supervision of, our Group Chief Executive Officer and Group Chief Financial Officer and effected by our Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and members of our Board of Directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our financial statements.

Management recognizes that there are inherent limitations in the effectiveness of any system of internal control over financial reporting, including the possibility of human error and the circumvention or override of internal control. Accordingly, even effective internal control over financial reporting can provide only reasonable assurance with respect to financial statement preparation, and may not prevent or detect all misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of internal control over financial reporting as at March 31, 2016, based on the criteria established in 2013 *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the above criteria, and as a result of this assessment, management concluded that, as at March 31, 2016, our internal control over financial reporting was effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

The effectiveness of our internal control over financial reporting as at March 31, 2016, has been audited by Grant Thornton India LLP, an independent registered public accounting firm, as stated in their report set out below.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Board of Directors and Shareholders of  
WNS (Holdings) Limited

We have audited the internal control over financial reporting of WNS (Holdings) Limited and subsidiaries (the “Company”) as of March 31, 2016, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit 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 effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of March 31, 2016, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended March 31, 2016 and our report dated May 12, 2016 expressed an unqualified opinion on those financial statements.

/s/ GRANT THORNTON INDIA LLP

Mumbai, India  
May 12, 2016

### Changes in Internal Control over Financial Reporting

Management has evaluated, with the participation of our Group Chief Executive Officer and Group Chief Financial Officer, whether any changes in our internal control over financial reporting that occurred during the period covered by the annual report have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Based on the evaluation we conducted, management has concluded that no such changes have occurred.

### ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Audit Committee members are Messrs. Albert Aboody (Chairman), John Freeland, Michael Menezes, and Ms. Francoise Gri. Each of Messrs. Aboody, Freeland, Menezes and Ms. Gri is an independent director pursuant to the applicable rules of the Commission and the NYSE. See “Part I — Item 6. Directors, Senior Management and Employees — A. Directors and Executive Officers” for the experience and qualifications of the members of the Audit Committee. Our Board of Directors has determined that Messrs. Aboody and Menezes each 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 Ethics and Conduct that is applicable to all of our directors, senior management and employees. We have posted the code on our website at [www.wns.com](http://www.wns.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 Ethics and Conduct 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

#### Principal Accountant Fees and Services

Grant Thornton India LLP has served as our independent public accountant for the fiscal year ended March 31, 2016. The following table shows the fees we paid or accrued for audit and other services provided by Grant Thornton India LLP for the years ended March 31, 2016 and March 31, 2015.

	Fiscal	
	2016	2015
Audit fees	\$527,500	\$482,300
Audit-related fees	28,959	47,634
Tax fees	32,000	32,400

#### Notes:

*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 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; consents and attest services.

*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 service tax certifications and out of pocket expenses.

*Tax fees:* This category includes fees billed for tax audits.

#### 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 our independent auditor. All of the services provided by Grant Thornton India LLP during the last fiscal year have been pre-approved by our Audit Committee.

[Table of Contents](#)

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

Not applicable.

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

During fiscal 2016, pursuant to a share repurchase plan adopted in March 2015, we repurchased 1.1 million ADSs in the open market at an average price per ADS of \$27.65, for a total consideration of \$30.5 million (including transaction costs). The shares underlying these purchased ADSs have been accounted as treasury stock, at cost. These shares repurchases were funded through cash on hand.

<b>Period</b>	<b>Total number of ADSs purchased</b>	<b>Average price paid per ADS (in \$)</b>	<b>Total number of ADSs purchased as part of publicly announced plans or programs</b>	<b>Maximum number of ADSs that may yet be purchased under the plans or programs</b>
April 1 to April 30, 2015	—	—	—	1,100,000
May 1 to May 31, 2015	244,839	26.89	244,839	855,161
June 1 to June 30, 2015	525,161	26.74	525,161	330,000
July 1 to July 31, 2015	—	—	—	330,000
August 1 to August 31, 2015	330,000	29.65	330,000	0
<b>Total</b>	<b>1,100,000</b>	<b>27.65</b>	<b>1,100,000</b>	<b>0</b>

In March 2016, our shareholders authorized a share repurchase program for the repurchase of up to 3.3 million of our ADSs, each representing one ordinary share, at a price range of \$10 to \$50 per ADS. Pursuant to the terms of the repurchase program, our ADSs may be purchased in the open market from time to time for 36 months from March 16, 2016. We are not obligated under the repurchase program to repurchase a specific number of ADSs, and the repurchase program may be suspended at any time at our discretion.

**ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT**

Not applicable.

**ITEM 16G. CORPORATE GOVERNANCE**

We have posted our Corporate Governance Guidelines on our website at [www.wns.com](http://www.wns.com). **Information contained in our website does not constitute a part of this annual report.**

Messrs. Adrian T. Dillon and Gareth Williams, Mrs. Renu S. Karnad and Sir Anthony A. Greener are members of our Board of Directors and they serve on each of our Compensation Committee and Nominating and Corporate Governance Committee, except Mr. Williams, who serves only on the Compensation Committee. Messrs. Albert Aboody, Michael Menezes and John Freeland and Ms. Françoise Gri serve on our Audit Committee. Each of Messrs. Dillon, Freeland, Menezes, Williams and Aboody, Ms. Gri, Mrs. Karnad and Sir Greener satisfies the “independence” requirements of the NYSE listing standards and the “independence” requirements of Rule 10A-3 of the Exchange Act.

We are not aware of any significant differences between our corporate governance practices and those required to be followed by US issuers under the NYSE listing standards.

As a foreign private issuer, we are exempt from the rules under the Exchange Act governing the furnishing and content of proxy statements, including disclosure relating to any conflicts of interests concerning the issuer’s compensation consultants, and our directors, senior management and principal shareholders are exempt from the reporting and “short-swing profit” recovery provisions contained in Section 16 of the Exchange Act.

**ITEM 16H. MINE SAFETY DISCLOSURE**

Not applicable.



**PART III**

**ITEM 17. FINANCIAL STATEMENTS**

See “Part III — Item 18. Financial Statements” 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:

- Report of Independent Registered Public Accounting Firm
- Consolidated Statements of Financial Position as at March 31, 2016 and 2015
- Consolidated Statements of Income for the years ended March 31, 2016, 2015 and 2014
- Consolidated Statements of Comprehensive Income for the years ended March 31, 2016, 2015 and 2014
- Consolidated Statements of Changes in Equity for the years ended March 31, 2016, 2015 and 2014
- Consolidated Statements of Cash Flows for the years ended March 31, 2016, 2015 and 2014
- Notes to Consolidated Financial Statements

## 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 of 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 of 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 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 of the Registration Statement on Form F-1 (File No. 333-135590) of WNS (Holdings) Limited, as filed with the Commission on July 3, 2006.
- 2.2 Specimen Ordinary Share Certificate of WNS (Holdings) Limited — incorporated by reference to Exhibit 4.4 of 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 Lease Deed dated January 20, 2012 between Sri Divi Satya Mohan, Sri Attaluri Praveen and Sri Divi Satya Sayee Babu, on the one hand, and WNS Global Services Private Limited, on the other hand, with respect to lease of office premises — incorporated by reference to Exhibit 4.8 of the Annual Report on Form 20-F for fiscal 2012 (File No. 001-32945) of WNS (Holdings) Limited, as filed with the Commission on April 26, 2012.
- 4.2 Addendum to Lease Deed dated July 23, 2012 between Sri Divi Satya Mohan, Sri Attaluri Praveen and Sri Divi Satya Sayee Babu, on the one hand, and WNS Global Services Private Limited and WNS Business Consulting Services Private Limited, on the other hand. — incorporated by reference to Exhibit 4.5 of the Annual Report on Form 20-F for fiscal 2013 (File No. 001-32945) of WNS (Holdings) Limited, as filed with the Commission on May 2, 2013.
- 4.3 WNS (Holdings) Limited 2002 Stock Incentive Plan — incorporated by reference to Exhibit 10.10 of 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 Contract of Lease dated September 27, 2012 between Megaworld Corporation and WNS Global Services Philippines, Inc. with respect to lease of office premises — incorporated by reference to Exhibit 4.6 of the Annual Report on Form 20-F for fiscal 2013 (File No. 001-32945) of WNS (Holdings) Limited, as filed with the Commission on May 2, 2013.
- 4.5 Form of the Third Amended and Restated WNS (Holdings) Limited 2006 Incentive Award Plan — incorporated by reference to Appendix A to WNS (Holdings) Limited's Proxy Statement which was furnished as Exhibit 99.3 of its Report on Form 6-K (File No. 001-32945), as furnished to the Commission on August 23, 2013.
- 4.6 Lease Deed commencing April 28, 2014 between WNS Global Services Private Limited and DLF Assets Private Limited with respect to the lease of office premises on the 10<sup>th</sup> floor of Blocks A2 and A3 at World Tech Park — incorporated by reference to Exhibit 4.12 of the Annual Report on Form 20-F for fiscal 2015 (File No. 001-32945) of WNS (Holdings) Limited, as filed with the Commission on May 5, 2015.
- 4.7 Lease Deed commencing April 28, 2014 between WNS Global Services Private Limited and DLF Assets Private Limited with respect to the lease of office premises on the 8<sup>th</sup>, 9<sup>th</sup> and 11<sup>th</sup> floors of Blocks A2 and A3 at World Tech Park— incorporated by reference to Exhibit 4.13 of the Annual Report on Form 20-F for fiscal 2015 (File No. 001-32945) of WNS (Holdings) Limited, as filed with the Commission on May 5, 2015.
- 4.8 Lease Deed commencing April 1, 2016 between WNS Global Services Private Limited and DLF Assets Private Limited with respect to the lease of office premises on the 10<sup>th</sup> floor of Block 10 at DLF IT Park.\*\*
- 4.9 Leave and License Agreement dated March 8, 2016 between Godrej and Boyce Manufacturing Company Limited and WNS Global Services Private Limited with respect to the lease of the office premises with an aggregate area of 84,429 square feet at plant 10.\*\*
- 4.10 Leave and License Agreement dated March 8, 2016 between Godrej and Boyce Manufacturing Company Limited and WNS Global Services Private Limited with respect to the lease of the office premises with an aggregate area of 108,000 square feet at plant 5.\*\*
- 4.11 Leave and License Agreement dated March 8, 2016 between Godrej and Boyce Manufacturing Company Limited and WNS Global Services Private Limited with respect to the lease of the office premises with an aggregate area of 84,934 square feet at plant 11.\*\*
- 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.\*\*
- 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 Grant Thornton India LLP, 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: May 12, 2016

**WNS (HOLDINGS) LIMITED**

By:           /s/ Keshav R. Murugesh          

Name: Keshav R. Murugesh

Title: Group Chief Executive Officer

[Table of Contents](#)

**INDEX TO WNS (HOLDINGS) LIMITED'S CONSOLIDATED FINANCIAL STATEMENTS**

<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-2
<a href="#">Consolidated Statements of Financial Position as at March 31, 2016 and 2015</a>	F-3
<a href="#">Consolidated Statements of Income for the years ended March 31, 2016, 2015 and 2014</a>	F-4
<a href="#">Consolidated Statements of Comprehensive Income for the years ended March 31, 2016, 2015 and 2014</a>	F-5
<a href="#">Consolidated Statements of Changes in Equity for the years ended March 31, 2016, 2015 and 2014</a>	F-6
<a href="#">Consolidated Statements of Cash Flows for the years ended March 31, 2016, 2015 and 2014</a>	F-9
<a href="#">Notes to Consolidated Financial Statements</a>	F-10

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Board of Directors and Shareholders of  
WNS (Holdings) Limited

We have audited the accompanying consolidated statements of financial position of WNS (Holdings) Limited and subsidiaries (the “Company”) as of March 31, 2016 and 2015, and the related consolidated statements of income, comprehensive income, changes in equity, and cash flows for each of the three years in the period ended March 31, 2016. 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. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of WNS (Holdings) Limited and subsidiaries as of March 31, 2016 and 2015, and the results of their operations and their cash flows for each of the three years in the period ended March 31, 2016, in conformity with International Financial Reporting Standards, as issued by the International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of March 31, 2016, based on criteria established in the 2013 *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and our report dated May 12, 2016 expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ GRANT THORNTON INDIA LLP

Mumbai, India  
May 12, 2016

**WNS (HOLDINGS) LIMITED**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**  
(Amounts in thousands, except share and per share data)

	Notes	As at	
		March 31, 2016	March 31, 2015
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	5	\$ 41,854	\$ 32,448
Investments	6	132,989	133,542
Trade receivables, net	7	54,911	55,768
Unbilled revenue		44,318	39,675
Funds held for clients		11,895	12,737
Derivative assets	13	13,890	24,152
Prepayments and other current assets	8	22,601	16,758
Total current assets		322,458	315,080
Non-current assets:			
Goodwill	9	76,242	79,058
Intangible assets	10	27,117	43,274
Property and equipment	11	50,417	48,230
Derivative assets	13	4,847	5,715
Deferred tax assets	23	22,522	21,331
Other non-current assets	8	21,848	17,613
Total non-current assets		202,993	215,221
<b>TOTAL ASSETS</b>		<b>\$ 525,451</b>	<b>\$530,301</b>
<b>LIABILITIES AND EQUITY</b>			
Current liabilities:			
Trade payables		\$ 19,862	\$ 22,706
Provisions and accrued expenses	15	24,741	25,622
Derivative liabilities	13	3,259	1,784
Pension and other employee obligations	14	44,814	40,424
Short term line of credit	12	—	12,881
Current portion of long term debt	12	—	12,828
Deferred revenue	16	2,924	3,881
Current taxes payable		1,746	1,987
Other liabilities	17	5,985	5,931
Total current liabilities		103,331	128,044
Non-current liabilities:			
Derivative liabilities	13	451	390
Pension and other employee obligations	14	6,899	6,069
Deferred revenue	16	256	402
Other non-current liabilities	17	4,536	4,017
Deferred tax liabilities	23	1,789	2,273
Total non-current liabilities		13,931	13,151
<b>TOTAL LIABILITIES</b>		<b>\$ 117,262</b>	<b>\$141,195</b>
Shareholders' equity:			
Share capital (ordinary shares \$0.16 (10 pence) par value, authorized 60,000,000 shares; issued: 52,406,304 and 51,950,662 shares each as at March 31, 2016 and March 31, 2015, respectively)	18	8,211	8,141
Share premium		306,874	286,805
Retained earnings		240,225	180,345
Other components of equity		(116,660)	(86,185)
Total shareholder's equity, including shares held in treasury		438,650	389,106
Less: 1,100,000 shares as at March 31, 2016 and Nil shares as at March 31, 2015, held in treasury, at cost	18	(30,461)	—
Total shareholders' equity		408,189	389,106
<b>TOTAL LIABILITIES AND EQUITY</b>		<b>\$ 525,451</b>	<b>\$530,301</b>

See accompanying notes.

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

	Notes	Year ended March 31,		
		2016	2015	2014
Revenue		\$562,179	\$533,893	\$502,621
Cost of revenue	19	365,360	342,715	327,680
Gross profit		196,819	191,178	174,941
Operating expenses:				
Selling and marketing expenses	19	30,844	31,073	35,235
General and administrative expenses	19	78,902	70,013	55,385
Foreign exchange loss/(gain), net		(10,969)	(4,551)	11,173
Amortization of intangible assets	10	25,198	24,192	23,789
Operating profit		72,844	70,451	49,359
Other income, net	21	(8,494)	(11,912)	(9,525)
Finance expense	20	278	1,332	2,948
Profit before income taxes		81,060	81,031	55,936
Provision for income taxes	23	21,180	22,417	14,289
Profit		\$ 59,880	\$ 58,614	\$ 41,647
Earnings per share of ordinary share	24			
Basic		\$ 1.17	\$ 1.14	\$ 0.82
Diluted		\$ 1.12	\$ 1.10	\$ 0.79

See accompanying notes.

**WNS (HOLDINGS) LIMITED**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**(Amounts in thousands, except share and per share data)**

		<u>Year ended March 31,</u>		
	<u>Notes</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Profit		\$ 59,880	\$ 58,614	\$ 41,647
Other comprehensive income/(loss), net of taxes				
<b>Items that will not be reclassified to profit or loss:</b>				
Pension adjustment		(130)	(380)	1,605
<b>Items that will be reclassified subsequently to profit or loss:</b>				
Changes in fair value of cash flow hedges:				
Current period gain/(loss)		446	33,176	(21,404)
Reclassification to profit/(loss)		(14,222)	(7,745)	12,935
Foreign currency translation		(20,828)	(21,588)	(19,885)
Income tax provision/(benefit) relating to above	23	4,259	(8,242)	2,052
		<u>\$(30,345)</u>	<u>\$ (4,399)</u>	<u>\$(26,302)</u>
Total other comprehensive loss, net of taxes		<u>\$(30,475)</u>	<u>\$ (4,779)</u>	<u>\$(24,697)</u>
Total comprehensive income		<u>\$ 29,405</u>	<u>\$ 53,835</u>	<u>\$ 16,950</u>

See accompanying notes.



**WNS (HOLDINGS) LIMITED**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
(Amounts in thousands, except share and per share data)

	Share capital		Share premium	Retained earnings	Other components of equity			Total shareholders' equity
	Number	Par value			Foreign currency translation reserve	Cash flow hedging reserve	Pension adjustments	
Balance as at April 1, 2013	50,588,044	\$ 7,922	\$269,300	\$ 80,084	\$(62,056)	\$ 4,673	\$ 674	\$ 300,597
Shares issued for exercised options and RSUs (Refer note 22)	759,494	122	157	—	—	—	—	279
Share-based compensation (Refer note 22)	—	—	6,935	—	—	—	—	6,935
Excess tax benefits from exercise of share-based options and RSUs	—	—	209	—	—	—	—	209
Transactions with owners	759,494	122	7,301	—	—	—	—	7,423
Profit	—	—	—	41,647	—	—	—	41,647
Other comprehensive income/(loss), net of taxes	—	—	—	—	(19,885)	(6,417)	1,605	(24,697)
Total comprehensive income for the year	—	—	—	41,647	(19,885)	(6,417)	1,605	16,950
Balance as at March 31, 2014	<u>51,347,538</u>	<u>\$ 8,044</u>	<u>\$276,601</u>	<u>\$121,731</u>	<u>\$(81,941)</u>	<u>\$(1,744)</u>	<u>\$ 2,279</u>	<u>\$ 324,970</u>

**WNS (HOLDINGS) LIMITED**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (Cont'd)**  
(Amounts in thousands, except share and per share data)

	Share capital		Share premium	Retained earnings	Other components of equity			Total shareholders' equity
	Number	Par value			Foreign currency translation reserve	Cash flow hedging reserve	Pension adjustments	
Balance as at April 1, 2014	51,347,538	\$ 8,044	\$276,601	\$121,731	\$ (81,941)	\$ (1,744)	\$ 2,279	\$ 324,970
Shares issued for exercised options and RSUs (Refer note 22)	603,124	97	437	—	—	—	—	534
Share-based compensation (Refer note 22)	—	—	9,499	—	—	—	—	9,499
Excess tax benefits from exercise of share-based options and RSUs	—	—	268	—	—	—	—	268
Transactions with owners	603,124	97	10,204	—	—	—	—	10,301
Profit	—	—	—	58,614	—	—	—	58,614
Other comprehensive income/(loss), net of taxes	—	—	—	—	(21,588)	17,189	(380)	(4,779)
Total comprehensive income for the year	—	—	—	58,614	(21,588)	17,189	(380)	53,835
Balance as at March 31, 2015	<u>51,950,662</u>	<u>\$ 8,141</u>	<u>\$286,805</u>	<u>\$180,345</u>	<u>\$(103,529)</u>	<u>\$ 15,445</u>	<u>\$ 1,899</u>	<u>\$ 389,106</u>

**WNS (HOLDINGS) LIMITED**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (Cont'd)**  
(Amounts in thousands, except share and per share data)

	Share capital		Share premium	Retained earnings	Other components of equity			Treasury shares		Total shareholders' equity
	Number	Par value			Foreign currency translation reserve	Cash flow hedging reserve	Pension adjustments	Number	Amount	
	Balance as at April 1, 2015	51,950,662			\$ 8,141	\$286,805	\$180,345	\$(103,529)	\$ 15,445	
Shares issued for exercised options and RSUs	455,642	70	1,233	—	—	—	—	—	—	1,303
Purchase of treasury stock	—	—	—	—	—	—	—	1,100,000	(30,461)	(30,461)
Share-based compensation	—	—	17,919	—	—	—	—	—	—	17,919
Excess tax benefits relating to share-based options and RSUs	—	—	917	—	—	—	—	—	—	917
Transactions with owners	455,642	70	20,069	—	—	—	—	1,100,000	(30,461)	(10,322)
Profit	—	—	—	59,880	—	—	—	—	—	59,880
Other comprehensive income/(loss), net of taxes	—	—	—	—	(20,828)	(9,517)	(130)	—	—	(30,475)
Total comprehensive income/(loss) for the year	—	—	—	59,880	(20,828)	(9,517)	(130)	—	—	29,405
Balance as at March 31, 2016	<u>52,406,304</u>	<u>8,211</u>	<u>\$306,874</u>	<u>\$240,225</u>	<u>\$(124,357)</u>	<u>5,928</u>	<u>\$ 1,769</u>	<u>1,100,000</u>	<u>(30,461)</u>	<u>\$ 408,189</u>

See accompanying notes.

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

	Year ended March 31,		
	2016	2015	2014
<b>Cash flows from operating activities:</b>			
Profit	\$ 59,880	\$ 58,614	\$ 41,647
<b>Adjustments to reconcile profit to net cash generated from operating activities:</b>			
Depreciation and amortization	40,633	38,579	37,749
Share-based compensation expense	17,919	9,499	6,935
Amortization of debt issue cost	13	81	113
Allowance for doubtful accounts	(774)	731	(449)
Unrealized exchange loss/(gain), net	3,997	(1,665)	12,831
Current tax expense	19,615	16,914	11,828
Interest expense	265	1,251	2,812
Interest on deferred consideration	—	—	23
Interest income	(1,197)	(389)	(349)
Dividend income	(5,039)	(4,396)	(3,131)
Unrealized gain on investments	(41)	(4,553)	(4,000)
Gain on sale of property and equipment	(100)	(587)	(28)
Deferred income taxes	1,565	5,503	2,461
Deferred rent	631	349	917
Excess tax benefit from share-based compensation expense	(229)	(99)	(106)
Unrealized loss/(gain) on derivative instruments	(1,219)	(3,148)	(3,697)
Others, net	98	55	56
<b>Changes in operating assets and liabilities:</b>			
Trade receivables and unbilled revenue	(5,725)	(7,874)	(4,085)
Other assets	(9,162)	1,144	(576)
Trade payables	(2,290)	(3,671)	(2,442)
Deferred revenue	(1,050)	(2,577)	(2,881)
Other liabilities	6,532	11,336	2,614
<b>Cash generated from operating activities before interest and income taxes:</b>	124,322	115,097	98,242
Income taxes paid	(22,472)	(18,685)	(14,251)
Interest paid	(215)	(1,328)	(2,957)
Interest received	1,232	454	357
<b>Net cash provided by operating activities</b>	<u>102,867</u>	<u>95,538</u>	<u>81,391</u>
<b>Cash flows from investing activities:</b>			
Acquisition of iSoftStone assets and the related workforce (Refer note 4b)	—	(328)	—
Deferred consideration paid towards acquisition of Fusion	—	—	(7,608)
Purchase of property and equipment and intangible assets	(27,455)	(22,968)	(19,563)
Payment for Telkom business combination, net of cash acquired (Refer to Note 4(a))	(2,572)	—	—
Marketable securities (purchased)/sold, net	(29,616)	(78,429)	23,598
Investment in fixed maturity plans	—	—	(50,527)
Proceeds from sale of property and equipment	329	606	59
Investment in fixed deposits	(14,791)	(9,644)	—
Proceeds from maturity of fixed deposits	8,828	—	—
Dividend received	5,040	4,392	3,146
Proceeds from sale of fixed maturity plans	30,115	66,126	—
<b>Net cash used in investing activities</b>	<u>(30,122)</u>	<u>(40,245)</u>	<u>(50,895)</u>
<b>Cash flows from financing activities:</b>			
Buyback of shares	(30,461)	—	—
Proceeds from exercise of stock options	1,303	534	279
Repayment of long term debt	(13,163)	(12,007)	(16,836)
Proceeds from/(repayments of) short term borrowings, net	(13,058)	(43,521)	1,517
Excess tax benefit from share-based compensation expense	229	99	106
<b>Net cash provided used in financing activities</b>	<u>(55,150)</u>	<u>(54,895)</u>	<u>(14,934)</u>
Exchange difference on cash and cash equivalents	(8,189)	(1,641)	(9,749)
Net change in cash and cash equivalents	9,406	(1,243)	5,813
Cash and cash equivalents at the beginning of the year	32,448	33,691	27,878
<b>Cash and cash equivalents at the end of the year</b>	<u>\$ 41,854</u>	<u>\$ 32,448</u>	<u>\$ 33,691</u>
<b>Non-cash transactions:</b>			
Note 1: Liability towards property and equipment and intangible assets purchased on credit/deferred credit	\$ 4,528	\$ 2,431	\$ 2,486

See accompanying notes.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**1. Company overview**

WNS (Holdings) Limited (“WNS Holdings”), along with its subsidiaries (collectively, “the Company”), is a global business process management (“BPM”) company with client service offices in Australia, Dubai (United Arab Emirates), London (UK), New Jersey (US) and Singapore and delivery centers in the People’s Republic of China (“China”), Costa Rica, India, the Philippines, Poland, Romania, Republic of South Africa (“South Africa”), Sri Lanka, the United Kingdom (“UK”) and the United States (“US”). The Company’s clients are primarily in the insurance; travel and leisure; diversified businesses including manufacturing, retail, consumer packaged goods (“CPG”), media and entertainment, and telecommunications; utilities; consulting and professional services; banking and financial services; healthcare; and shipping and logistics industries. In the Auto Claims BPM (as defined in Note 26) segment, effective July 1, 2015, WNS Legal Assistance LLP, a subsidiary of WNS Global Services (UK) Limited received an approval from Solicitors Regulatory Authority, UK to provide legal services in relation to personal injury claims.

WNS Holdings is incorporated in Jersey, Channel Islands and maintains a registered office in Jersey at Queensway House, Hilgrove Street, St Helier, Jersey JE1 1ES.

These consolidated financial statements were approved by the Board of Directors and authorized for issue on May 12, 2016.

**2. Summary of significant accounting policies**

**a. Basis of preparation**

These consolidated financial statements have been prepared in compliance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standard Board.

These consolidated financial statements correspond to the classification provisions contained in IAS 1(*revised*), “*Presentation of Financial Statements*”.

Accounting policies have been applied consistently to all periods presented in these consolidated financial statements.

**b. Basis of measurement**

These consolidated financial statements have been prepared on a historical cost convention and on an accrual basis, except for the following material items that have been measured at fair value as required by relevant IFRS:-

- a. Derivative financial instruments;
- b. Share-based payment transactions;
- c. Marketable securities; and
- d. Investments in fixed maturity plans (FMPs).

**c. Use of estimates and judgments**

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amount of assets, liabilities, income and expenses. Actual results may differ from those estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future period affected. In particular, information about significant areas of estimation, uncertainty and critical judgments in applying accounting policies that have the most significant effect on the amount recognized in the consolidated financial statements is included in the following notes:

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**i. Revenue recognition**

For certain agreements, the Company has retroactive discounts related to meeting agreed volumes. In such situations, the Company records revenue at the discounted rate, although the Company initially bills at the higher rate, unless the Company can determine that the agreed volumes will not be met, based on the factors discussed above.

The Company provides automobile claims handling services, wherein the Company enters into contracts with its clients to process all their claims over the contract period and the fees are determined either on a per claim basis or as a fixed payment for the contract period. Where the contracts are on a per claim basis, the Company invoices the client at the inception of the claim process. The Company estimates the processing period for the claims and recognizes revenue over the estimated processing period. This processing period generally ranges between one to two 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.

**ii. Allowance for doubtful accounts**

The allowance for doubtful accounts is evaluated on a regular basis and adjusted based upon management's best estimate of probable losses inherent in accounts receivable. In estimating probable losses, the Company reviews accounts that are past due, non-performing or in bankruptcy. The Company determines an estimated loss for specific accounts and estimates an additional amount for the remainder of receivables based on historical trends and other factors. Adverse economic conditions or other factors that might cause deterioration of the financial health of customers could change the timing and levels of payments received and necessitate a change in estimated losses.

**iii. Current income taxes**

The major tax jurisdictions for the Company are India, UK and US, though the Company also files tax returns in other foreign jurisdictions. Significant judgments are involved in determining the provision for income taxes including judgment on whether tax positions are probable of being sustained in tax assessments. A tax assessment can involve complex issues, which can only be resolved over extended time periods. The recognition of taxes that are subject to certain legal or economic limits or uncertainties is assessed individually by management based on the specific facts and circumstances.

**iv. Deferred income taxes**

The assessment of the probability of future taxable profit in which deferred tax assets can be utilized is based on the Company's latest approved budget forecast, which is adjusted for significant non-taxable profit and expenses and specific limits to the use of any unused tax loss or credit. The tax rules in the numerous jurisdictions in which the Company operates are also carefully taken into consideration. If a positive forecast of taxable profit indicates the probable use of a deferred tax asset, especially when it can be utilized without a time limit, that deferred tax asset is usually recognized in full. The recognition of deferred tax assets that are subject to certain legal or economic limits or uncertainties is assessed individually by management based on the specific facts and circumstances.

**v. Impairment**

An impairment loss is recognized for the amount by which an asset's or cash-generating unit's carrying amount exceeds its recoverable amount. To determine the recoverable amount, management estimates expected future cash flows from each asset or cash-generating unit and determines a suitable interest rate in order to calculate the present value of those cash flows. In the process of measuring expected future cash flows management makes assumptions about future operating results. These assumptions relate to future events and circumstances. The actual results may vary, and may cause significant adjustments to the Company's assets within the next financial year.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

In most cases, determining the applicable discount rate involves estimating the appropriate adjustment to market risk and the appropriate adjustment to asset-specific risk factors.

**vi. Valuation of derivative financial instruments**

Management uses valuation techniques in measuring the fair value of derivative financial instruments, where active market quotes are not available. In applying the valuation techniques, management makes maximum use of market inputs, and uses estimates and assumptions that are, as far as possible, consistent with observable data that market participants would use in pricing the instrument. Where applicable data is not observable, management uses its best estimate about the assumptions that market participants would make. These estimates may vary from the actual prices that would be achieved in an arm's length transaction at the reporting date.

**vii. Accounting for defined benefit plans**

In accounting for pension and post-retirement benefits, several statistical and other factors that attempt to anticipate future events are used to calculate plan expenses and liabilities. These factors include expected return on plan assets, discount rate assumptions and rate of future compensation increases. To estimate these factors, actuarial consultants also use estimates such as withdrawal, turnover, and mortality rates which require significant judgment. The actuarial assumptions used by the Company may differ materially from actual results in future periods due to changing market and economic conditions, regulatory events, judicial rulings, higher or lower withdrawal rates, or longer or shorter participant life spans.

**viii. Share-based compensation**

The share-based compensation expense is determined based on the Company's estimate of equity instruments that will eventually vest.

**d. Basis of consolidation**

The Company consolidates entities over which it has control. Control exists when the Company has existing rights that give the Company the current ability to direct the activities which affect the entity's returns; the Company is exposed to or has rights to returns which may vary depending on the entity's performance; and the Company has the ability to use its power to affect its own returns from its involvement with the entity. Subsidiaries are consolidated from the date control commences until the date control ceases.

**i. Business combinations**

Business combinations are accounted for using the acquisition method under the provisions of IFRS 3 (Revised), "*Business Combinations*".

The cost of an acquisition is measured at the fair value of the assets transferred, equity instruments issued and liabilities incurred or assumed at the date of acquisition. The cost of the acquisition also includes the fair value of any contingent consideration. Identifiable tangible and intangible assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair value on the date of acquisition. Significant estimates are required to be made in determining the value of contingent consideration and intangible assets.

Transaction costs that the Company incurs in connection with a business combination such as finders' fees, legal fees, due diligence fees, and other professional and consulting fees are expensed as incurred.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**ii. Transactions eliminated on consolidation**

All significant intra-company balances, transactions, income and expenses including unrealized income or expenses are eliminated on consolidation.

**e. Functional and presentation currency**

The financial statements of each of the Company's subsidiaries are measured using the currency of the primary economic environment in which these entities operate (i.e. the functional currency). The consolidated financial statements are presented in US dollars (USD) which is the presentation currency of the Company and has been rounded off to the nearest thousands.

**f. Foreign currency transactions and translation**

**i. Transactions in foreign currency**

Transactions in foreign currency are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at the exchange rates prevailing at the reporting date of monetary assets and liabilities denominated in foreign currencies are recognized in the consolidated statement of income. Gains/losses relating to translation or settlement of trading activities are disclosed under foreign exchange gains/losses and translation or settlements of financing activities are disclosed under finance expenses. In the case of foreign exchange gains/losses on borrowings that are considered as a natural economic hedge for the foreign currency monetary assets, such foreign exchange gains/losses, net are presented within results from operating activities.

**ii. Foreign operations**

For the purpose of presenting consolidated financial statements, the assets and liabilities of the Company's foreign operations that have local functional currency are translated into US dollars using exchange rates prevailing at the reporting date. Income and expense are translated at the average exchange rates for the period. Exchange differences arising, if any, are recorded in equity as part of the Company's other comprehensive income. Such exchange differences are recognized in the consolidated statement of income in the period in which such foreign operations are disposed. Goodwill and fair value adjustments arising on the acquisition of foreign operation are treated as assets and liabilities of the foreign operation and translated at the exchange rate prevailing at the reporting date.

**g. Financial instruments — initial recognition and subsequent measurement**

Financial instruments are classified in the following categories:

- Non-derivative financial assets comprising loans and receivables at fair value through profit or loss ("FVTPL") or available-for-sale.
- Non-derivative financial liabilities comprising long term and short term borrowings and trade and other payables.
- Derivative financial instruments under the category of financial assets or financial liabilities at FVTPL.

The classification of financial instruments depends on the purpose for which those were acquired. Management determines the classification of the Company's financial instruments at initial recognition.

**i. Non-derivative financial assets**

**a) Loans and receivables**

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are presented as current assets, except for those maturing later than 12 months after the balance sheet date which are presented as non-current assets. Loans and receivables are measured initially at fair value plus transaction costs and subsequently carried at amortized cost using the effective interest rate method, less any impairment loss or provisions for doubtful accounts. Loans and receivables are represented by trade receivables, net of allowances for impairment, unbilled revenue, cash and cash equivalents, funds held for clients, prepayments and other assets.



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**b) Financial assets designated as FVTPL**

Financial assets at FVTPL include financial assets that are either classified as held for trading if acquired principally for the purpose of selling in the short term or that meet certain conditions and are designated at FVTPL upon initial recognition. Financial assets are initially measured at fair value. Transaction costs directly attributable to the acquisition of financial assets at fair value through profit or loss are recognized immediately in profit or loss. Assets in this category are measured at fair value with changes therein recognized in profit or loss. The fair values of financial assets in this category are determined by reference to active market transactions or using a valuation technique where no active market exists. Assets in this category are classified as current assets if expected to be settled within 12 months, otherwise they are classified as non-current.

**c) Available-for-sale financial assets**

Available-for-sale financial assets are non-derivative financial assets that are either designated in this category or are not classified in any of the other categories. Available-for-sale financial assets are recognized initially at fair value plus transactions costs. Subsequent to initial recognition, these are measured at fair value and changes therein, other than impairment losses, are recognized directly in other comprehensive income. When an investment is derecognized, the cumulative gain or loss in other comprehensive income is transferred to the consolidated statement of income. These are presented as current assets unless management intends to dispose of the assets after 12 months from the reporting date.

**ii. Non-derivative financial liabilities**

All financial liabilities are recognized initially at fair value, except in the case of loans and borrowings which are recognized at fair value net of directly attributable transaction costs. The Company's financial liabilities include trade and other payables, bank overdrafts, loans and borrowings.

Trade and other payables maturing later than 12 months after the reporting date are presented as non-current liabilities.

After initial recognition, interest bearing loans and borrowings are subsequently measured at amortized cost using the effective interest rate method. Gains and losses are recognized in the consolidated statement of income when the liabilities are derecognized as well as through the effective interest rate method amortization process.

**iii. Derivative financial instruments and hedge accounting**

The Company is exposed to foreign currency fluctuations on foreign currency assets, liabilities, net investment in foreign operations and forecasted cash flows denominated in foreign currency. The Company limits the effect of foreign exchange rate fluctuation by following established risk management policies including the use of derivatives. The Company enters into derivative financial instruments where the counter party is a bank. The Company holds derivative financial instruments such as foreign exchange forward and option contracts to hedge certain foreign currency exposures.

**Cash flow hedges**

The Company recognizes derivative instruments as either assets or liabilities in the statement of financial position at fair value. Derivative instruments qualify for hedge accounting when the instrument is designated as a hedge; the hedged item is specifically identifiable and exposes the Company to risk; and it is expected that a change in fair value of the derivative instrument and an opposite change in the fair value of the hedged item will have a high degree of correlation.

For derivative instruments where hedge accounting is applied, the Company records the effective portion of derivative instruments that are designated as cash flow hedges in other comprehensive income (loss) in the statement of comprehensive income, which is reclassified into earnings in the same period during which the hedged item 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 (i.e., the ineffective portion) or hedge components excluded from the assessment of effectiveness, and changes in fair value of other derivative instruments not designated as qualifying hedges is recorded as gains/losses, net in the consolidated statement of income. Gains/losses on cash flow hedges on intercompany forecasted revenue transactions are recorded in foreign exchange gains/losses. Cash flows from the derivative instruments are classified within cash flows from operating activities in the statement of cash flows.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**iv. Offsetting of financial instruments**

Financial assets and financial liabilities are offset against each other and the net amount reported in the consolidated statement of financial position if, and only if, there is a currently enforceable legal right to offset the recognized amounts and there is an intention to settle on a net basis, or to realize the assets and settle the liabilities simultaneously.

**v. Fair value of financial instruments**

The fair value of financial instruments that are traded in active markets at each reporting date is determined by reference to quoted market prices or dealer price quotations, without any deduction for transaction costs. For financial instruments not traded in an active market, the fair value is determined using appropriate valuation models. Where applicable, these models project future cash flows and discount the future amounts to a present value using market-based observable inputs including interest rate curves, credit risk, foreign exchange rates, and forward and spot prices for currencies.

**vi. Impairment of financial assets**

The Company assesses at each reporting date whether there is objective evidence that a financial asset or a group of financial assets is impaired. A financial asset is considered impaired if objective evidence indicates that one or more events have had a negative effect on the estimated future cash flows of that asset. Individually significant financial assets are tested for impairment on an individual basis. The remaining financial assets are assessed collectively in groups that share similar credit risk characteristics.

**a) Loans and receivables**

Impairment loss in respect of loans and receivables measured at amortized cost are calculated as the difference between their carrying amount, and the present value of the estimated future cash flows discounted at the original effective interest rate. Such impairment loss is recognized in the consolidated statement of income.

**b) Available-for-sale financial assets**

Significant or prolonged decline in the fair value of the security below its cost and the disappearance of an active trading market for the security are objective evidence that the security is impaired. An impairment loss in respect of an available-for-sale financial asset is calculated by reference to its fair value. The cumulative loss that was recognized in equity is transferred to the consolidated statement of income upon impairment.

**h. Equity and share capital**

**i. Share capital and share premium**

The Company has only one class of equity shares. Par value of the equity share is recorded as the share capital and the amount received in excess of par value is classified as share premium. The credit corresponding to the share-based compensation and excess tax benefit related to the exercise of share options is recorded in share premium.

**ii. Retained earnings**

Retained earnings comprise the Company's undistributed earnings after taxes.

**iii. Other components of equity**

Other components of equity consist of the following:

**Cash flow hedging reserve**

Changes in fair value of derivative hedging instruments designated and effective as a cash flow hedge are recognized net of taxes.

**Foreign currency translation reserve**

Foreign currency translation consists of the exchange difference arising from the translation of the financial statements of foreign subsidiaries.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**Pension adjustments**

This reserve represents cumulative actuarial gain and losses recognized, net of taxes on defined benefits plans.

**i. Cash and cash equivalents**

The Company considers all highly liquid investments with an initial maturity of up to three months to be cash equivalents. Cash equivalents are readily convertible into known amounts of cash and subject to an insignificant risk of changes in value.

**j. Investments****i. Marketable securities**

The Company's marketable securities represent liquid investments and are acquired principally for the purpose of earning daily dividend income. All additions and redemptions of such investments are recognized on the trade date. Investments are initially measured at cost, which is the fair value of the consideration paid, including transaction costs. Marketable securities classified under the Available-for-sale category of financial instruments are recorded at fair value, with changes in fair value, if any recognized in the other comprehensive income. Dividend income earned on these investments is recorded in the consolidated statement of income.

**ii. Investments in fixed maturity plans**

The Company's investments in fixed maturity plans ("FMPs") represent investments in mutual fund schemes wherein the mutual fund issuer has invested these funds in certificate of deposits with banks in India. The investments in FMPs are designated as fair value through profit or loss and change in fair value recognized in the consolidated statement of income. The fair value represents original cost of an investment and the investment's fair value at each reporting period or net asset value ("NAV") as quoted.

The Company manages FMPs on a fair value basis in accordance with the entity's documented risk management, investment strategy and information provided to the key managerial personnel. The returns on the investment are measured based on the fair value movement rather than looking at the overall returns on the maturity. The Company's investment purchase and sale decisions are also based on the fair value fluctuations rather than a predetermined policy to hold the investment till maturity. Key management personnel believe that recording these investments through the consolidated statement of income would provide more relevant information to measure the performance of the investment.

**iii. Investments in fixed deposits**

Investments in fixed deposits consist of term deposits with original maturities of more than three months with banks. These are designated as Loans and Receivables.

**k. Funds held for clients**

Some of the Company's agreements in the auto claims handling services 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 the client and when the payments are made on their behalf.

**l. Property and equipment**

Property and equipment are stated at historical cost. Cost includes expenditures directly attributable to the acquisition of the asset. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets, which are as follows:

<u>Asset description</u>	<u>Asset life (in years)</u>
Buildings	20
Computers and software	3-4
Furniture, fixtures and office equipment	2-5
Vehicles	3
Leasehold improvements	Lesser of estimated useful life or lease term

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Assets acquired under finance leases are capitalized as assets by the Company at an amount equal to the fair value of the leased asset or, if lower, the present value of the minimum lease payments, each determined at the inception of the lease. Assets under finance leases and leasehold improvements are depreciated over the shorter of the lease term or the estimated useful life of the assets.

Advances paid towards the acquisition of property and equipment and the cost of property and equipment not ready for use before the reporting date are disclosed as capital work-in-progress in note 11.

The Company assesses property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be recoverable. If any such indication exists, the Company estimates the recoverable amount of the asset. The recoverable amount of an asset or cash generating unit is the higher of its fair value less cost to sell ("FVLCTS") and its value-in-use ("VIU"). If the recoverable amount of the asset or the recoverable amount of the cash generating unit to which the asset belongs is less than its carrying amount, the carrying amount is reduced to its recoverable amount. The reduction is treated as an impairment loss and is recognized in the consolidated statement of income. If at the reporting date there is an indication that a previously assessed impairment loss no longer exists, the recoverable amount is reassessed and the impairment losses previously recognized are reversed such that the asset is recognized at its recoverable amount but not exceeding written down value which would have been reported if the impairment losses had not been recognized initially.

**m. Goodwill**

Goodwill represents the excess of the cost of an acquisition over the fair value of the Company's share of the net identifiable assets of the acquired subsidiary at the date of acquisition. Goodwill is allocated to the cash-generating units expected to benefit from the synergies of the combination for the purpose of impairment testing. Goodwill is tested, at the cash-generating unit (or group of cash generating units) level, for impairment annually or if events or changes in circumstances indicate that the carrying amount may not be recoverable. Goodwill is carried at cost less accumulated impairment losses. Impairment loss on goodwill is not reversed. See further discussion on impairment testing under "Impairment of intangible assets and goodwill" below.

**n. Intangible assets**

Intangible assets are recognized only when it is probable that the expected future economic benefits attributable to the assets will accrue to the Company and the cost can be reliably measured. Intangible assets acquired in a business combination are recorded at fair 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. See further discussion on impairment testing under "Impairment of intangible assets and goodwill" below.

The Company's definite lived intangible assets are amortized over the estimated useful life of the assets:

<u>Asset description</u>	<u>Weighted average amortization period (in months)</u>
Customer contracts	98
Customer relationship	91
Software	55

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**o. Impairment of intangible assets and goodwill**

Goodwill is not subject to amortization and tested annually for impairment or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Intangible assets that are subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's FVLCTS and VIU. For the purposes of assessing impairment, assets are grouped at the cash generating unit level which is the lowest level for which there are separately identifiable cash flows. Impairment losses recognized in respect of cash generating units are allocated first to reduce the carrying amount of any goodwill allocated to the cash generating units (or group of cash generating units) and then, to reduce the carrying amount of the other assets in the cash generating unit (or group of cash generating units) on a pro rata basis. Intangible assets that suffered impairment are reviewed for possible reversal of the impairment at each reporting date.

**p. Employee benefits**

**i. Defined contribution plans**

*US Savings Plan*

Eligible employees of the Company in the US 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.

*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 in an independently administered fund. The pension expense represents contributions payable to the fund maintained by the Company.

*Provident Fund*

Eligible employees of the Company in India, the Philippines, Sri Lanka and the UK participate in a defined contribution fund in accordance with the regulatory requirements in the respective jurisdictions. Both the employee and the Company contribute an equal amount to the fund which is equal to a specified percentage of the employee's salary.

The Company has no further obligation under defined contribution plans beyond the contributions made under these plans. Contributions are charged to profit or loss and are included in the consolidated statement of income in the year in which they accrue.

**ii. Defined benefit plan**

Employees in India, the Philippines and Sri Lanka are entitled to 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, and incapacitation or on termination of employment, of an amount based on the respective employees' salary and tenure of employment (subject to a maximum of approximately \$15 per employee in India). In India contributions are made to funds administered and managed by the Life Insurance Corporation of India ("LIC") and Aviva Life Insurance Company Private Limited ("ALICPL") (together, the "Fund Administrators") to fund the gratuity liability of an Indian subsidiary. Under this scheme, the obligation to pay gratuity remains with the Company, although the Fund Administrators administer the scheme. The Company's Sri Lanka subsidiary, Philippines subsidiary and one Indian subsidiary have unfunded gratuity obligations.

Gratuity liabilities are determined by actuarial valuation, performed by an independent actuary, at each reporting date using the projected unit credit method. The Company recognizes the net obligation of a defined benefit plan in its balance sheet as an asset or liability, as the case may be, in accordance with IAS 19, "Employee Benefits" (revised 2011). The discount rate is based on the government securities yield. Actuarial gains and losses arising from experience adjustments and changes in actuarial assumptions are recorded in other comprehensive income in the statement of comprehensive income in the period in which they arise.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**iii. Compensated absences**

The Company's liability for compensated absences, which are expected to be utilized or settled within one year, is determined on an accrual basis for the carried forward unused vacation balances standing to the credit of each employee as at year-end and is charged to income in the year in which they accrue.

The Company's liability for compensated absences, which are expected to be utilized after one year is determined on the basis of an actuarial valuation using the projected unit credit method and is charged to consolidated statement of income in the year in which they accrue.

**q. Share-based payments**

The Company accounts for share-based compensation expense relating to share-based payments using a fair value method in accordance with IFRS 2 "Share-based Payments". Grants issued by the Company vest in a graded manner. Under the fair value method, the estimated fair value of awards is charged to income over the requisite service period, which is generally the vesting period of the award, for each separately vesting portion of the award as if the award was, in substance, multiple awards. The Company includes a forfeiture estimate in the amount of compensation expense being recognized based on the Company's estimate of equity instruments that will eventually vest.

**r. Provisions and accrued expenses**

A provision is recognized in the statement of financial position when the Company has a present legal or constructive obligation as a result of a past event, and it is probable that an outflow of economic benefits will be required to settle the obligation. If the effect is material, provisions are recognized at present value by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money.

Provisions for onerous contracts are recognized when the expected benefits to be derived by the Company from a contract are lower than the unavoidable costs of meeting the future obligations under the contract. The provision is measured at the present value of the lower of the expected cost of terminating the contract and the expected net cost of continuing with the contract. Before a provision is established, the Company recognizes any impairment loss on the assets associated with that contract.

**s. Revenue recognition**

The Company derives revenue from BPM services comprising of back office administration, data management, contact center management and auto claims handling services.

Revenue is recognized to the extent it is probable that the economic benefit will flow to the Company, the amount of revenue can be measured reliably, collection is probable, and the cost incurred or to be incurred can be measured reliably. Revenue from rendering services is recognized on an accrual basis when services are performed and revenue from the end of last billing to the reporting date is recognized as unbilled revenue. Revenue is net of value-added taxes and includes reimbursements of out-of-pocket expenses.

***Revenue earned by back office administration, data management and contact center management services***

Back office administration, data management and contact center management contracts are based on the following pricing models:

- a) per full-time-equivalent arrangements, which typically involve billings based on the number of full-time employees (or equivalent) deployed on the execution of the business process outsourced;
- b) per transaction arrangements, which 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);
- c) fixed-price arrangements, which typically involve billings based on achievements of pre-defined deliverables or milestones;
- d) outcome-based arrangements, which typically involve billings based on the business result achieved by our clients through our service efforts (such as measured based on a reduction in days sales outstanding, improvement in working capital, increase in collections or a reduction in operating expenses); or
- e) other pricing arrangements, including cost-plus arrangements, which typically involve billing the contractually agreed direct and indirect costs and a fee based on the number of employees deployed under the arrangement.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Revenues from the Company's services are recognized primarily on a time-and-material, cost-plus or unit-priced basis. Revenues under time-and-material contracts are recognized as the services are performed. Revenues are recognized on cost-plus contracts on the basis of contractually agreed direct and indirect costs incurred on a client contract plus an agreed upon profit mark-up. Revenues are recognized on unit-price based contracts based on the number of specified units of work delivered to a client. Such revenues are recognized as the related services are provided in accordance with the client contract.

Amounts billed or payments received, where revenue recognition criteria have not been met, are recorded as deferred revenue and are recognized as revenue when all the recognition criteria have been met. However, the costs related to the performance of BPM services unrelated to transition services (see discussion below) are recognized in the period in which the services are rendered. An upfront payment received towards future services is recognized ratably over the period when such services are provided.

The Company has certain minimum commitment arrangements that provide for a minimum revenue commitment on an annual basis. Any revenue shortfall as compared to minimum commitment is invoiced and recognized at the reporting period end.

For certain BPM customers, the Company performs transition activities at the outset of entering into a new contract. The Company has determined these transition activities do not meet the criteria using the guidance in IAS 18 "Revenue" ("IAS 18"), to be accounted for as a separate unit of accounting with stand-alone value separate from the ongoing BPM contract. Accordingly, transition revenue and costs are subsequently recognized ratably over the period in which the BPM services are performed. Further, the deferral of costs is limited to the amount of the deferred revenue. Any costs in excess of the deferred transition revenue are recognized in the period incurred.

***Revenue earned by auto claims handling services***

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

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 IAS 18, Illustrative example ("IE") 21 — "Determining whether an entity is acting as a principal or 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 income. Factors considered in determining whether the Company is the principal in the transaction include whether:

- a) the Company has the primary responsibility for providing the services,
- b) the Company negotiates labor rates with repair centers,
- c) the Company is responsible for timely and satisfactory completion of repairs, and
- d) 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 recognized and presented net of payments to repair centers in the consolidated statement of income. Revenue from Accident Management services is recorded net of the repairer referral fees passed on to customers.

Revenue from legal services in the Auto claims BPM segment is recognized on the admission of liability by the third party to the extent of fixed fees earned at each stage and any further income on the successful settlement of the claim.

Incremental and direct costs incurred to contract with a claimant are amortized over the estimated period of provision of services, not exceeding 15 months. All other costs to the Company are expensed as incurred.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**t. Leases**

The Company leases most of its delivery centers and office facilities under operating lease agreements that are renewable on a periodic basis at the option of the lessor and the lessee. The lease agreements contain rent free periods and rent escalation clauses. Rental expenses for operating leases with step rents are recognized on a straight-line basis over the lease term. When a lease agreement undergoes a substantial modification of the existing terms, it would be accounted as a new lease agreement with the resultant deferred rent liability credited to the consolidated statement of income.

Leases under which the Company assumes substantially all the risks and rewards of ownership are classified as finance leases. When acquired, such assets are capitalized at fair value or present value of the minimum lease payments at the inception of the lease, whichever is lower.

**u. Income taxes**

Income tax comprises current and deferred tax. Income tax expense is recognized in consolidated statement of income except to the extent it relates to items directly recognized in equity, in which case it is recognized in equity.

**i. Current income tax**

Current income tax for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities based on the taxable profit for the period. The tax rates and tax laws used to compute the amount are those that are enacted by the reporting date and applicable for the period. The Company offsets current tax assets and current tax liabilities, where it has a legally enforceable right to set off the recognized amounts and where it intends either to settle on a net basis, or to realize the asset and liability simultaneously.

Significant judgments are involved in determining the provision for income taxes including judgment on whether tax positions are probable of being sustained in tax assessments. A tax assessment can involve complex issues, which can only be resolved over extended time periods. The recognition of taxes that are subject to certain legal or economic limits or uncertainties is assessed individually by management based on the specific facts and circumstances. Though the Company has considered all these issues in estimating its income taxes, there could be an unfavorable resolution of such issues that may affect results of the Company's operations.

**ii. Deferred income tax**

Deferred income tax is recognized using the balance sheet approach. Deferred income tax assets and liabilities are recognized for all deductible and taxable temporary differences arising between the tax bases of assets and liabilities and their carrying amount in financial statements, except when the deferred income tax arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and affects neither accounting nor taxable profits or loss at the time of transaction.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred income tax asset in respect of carry forward of unused tax credits and unused tax losses are recognized to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilized.

The carrying amount of deferred income tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilized.

The Company recognizes deferred tax liabilities for all taxable temporary differences except those associated with the investments in subsidiaries where the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**v. Finance expense**

Finance expense comprises interest cost on borrowings, transaction costs and the gains/losses on settlement of related derivative instruments. The foreign exchange gains/losses on borrowings are considered as a natural economic hedge for the foreign currency monetary assets which are classified as foreign exchange gains/losses, net within results from operating activities. Borrowing costs are recognized in the consolidated statement of income using the effective interest method.

**w. Earnings per share**

Basic earnings per share are computed using the weighted-average number of ordinary shares outstanding during the period. Diluted earnings 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 during the period, except where the results would be anti-dilutive.

**x. Government grants**

The Company recognizes government grants only when there is reasonable assurance that the conditions attached to them shall be complied with, and the grants will be received. Government grants related to depreciable assets are treated as deferred income and are recognized in the consolidated statement of income on a systematic and rational basis over the useful life of the asset. Government grants related to revenue are recognized on a systematic basis in the consolidated statement of income over the periods necessary to match them with the related costs that they are intended to compensate.

**3. New accounting pronouncements not yet adopted by the Company**

Certain new standards, interpretations and amendments to existing standards have been published that are mandatory for the Company's accounting periods beginning on or after April 1, 2016 or later periods. Those which are considered to be relevant to the Company's operations are set out below.

- i. In May 2014, the IASB issued IFRS 15 "Revenue from Contracts with Customers" (IFRS 15). This standard provides a single, principle-based five-step model to be applied to all contracts with customers. Guidance is provided on topics such as the point at which revenue is recognized, accounting for variable consideration, costs of fulfilling and obtaining a contract and various other related matters. IFRS 15 also introduced new disclosure requirements with respect to revenue.

The five steps in the model under IFRS 15 are : (i) identify the contract with the customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contracts; and (v) recognize revenue when (or as) the entity satisfies a performance obligation.

IFRS 15 replaces the following standards and interpretations:

- IAS 11 "Construction Contracts"
- IAS 18 "Revenue"
- IFRIC 13 "Customer Loyalty Programmes"
- IFRIC 15 "Agreements for the Construction of Real Estate"
- IFRIC 18 "Transfers of Assets from Customers"
- SIC-31 "Revenue - Barter Transactions Involving Advertising Services"

When first applying IFRS 15, it should be applied in full for the current period, including retrospective application to all contracts that were not yet complete at the beginning of that period. In respect of prior periods, the transition guidance allows an option to either:

- apply IFRS 15 in full to prior periods (with certain limited practical expedients being available); or
- retain prior period figures as reported under the previous standards, recognizing the cumulative effect of applying IFRS 15 as an adjustment to the opening balance of equity as at the date of initial application (beginning of current reporting period).

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

In April 2016, the IASB issued amendments to IFRS 15, clarifying some requirements and providing additional transitional relief for companies. The amendments do not change the underlying principles of IFRS 15 but clarify how those principles should be applied. The amendments clarify how to:

- identify a performance obligation (the promise to transfer a good or a service to a customer) in a contract;
- determine whether a company is a principal (the provider of a good or service) or an agent (responsible for arranging for the good or service to be provided); and
- determine whether the revenue from granting a license should be recognized at a point in time or over time.

In addition to the clarifications, the amendments include two additional reliefs to reduce cost and complexity for a company when it first applies IFRS 15. The amendments have the same effective date as IFRS 15.

IFRS 15 is effective for fiscal years beginning on or after January 1, 2018. Earlier application is permitted. The Company is currently evaluating the impact that this new standard will have on its consolidated financial statements.

- ii. In July 2014, the IASB finalized and issued IFRS 9 – “Financial Instruments” (IFRS 9). IFRS 9 replaces IAS 39 “Financial instruments: recognition and measurement”, the previous Standard which dealt with the recognition and measurement of financial instruments in its entirety upon former’s effective date.

Key requirements of IFRS 9:

Replaces IAS 39’s measurement categories with the following three categories:

- fair value through profit or loss (‘FVTPL’)
- fair value through other comprehensive income (‘FVTOCI’)
- amortized cost

Eliminates the requirement for separation of embedded derivatives from hybrid financial assets, the classification requirements to be applied to the hybrid financial asset in its entirety.

Requires an entity to present the amount of change in fair value due to change in entity’s own credit risk in other comprehensive income.

Introduces new impairment model, under which the “expected” credit loss are required to be recognized as compared to the existing “incurred” credit loss model of IAS 39.

Fundamental changes in hedge accounting by introduction of new general hedge accounting model which:

- Increases the eligibility of hedged item and hedging instruments;
- Introduces a more principles-based approach to assess hedge effectiveness.

IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

Earlier application is permitted provided that all the requirements in the Standard are applied at the same time with two exceptions:

- (1) The requirement to present changes in the fair value of a liability due to changes in own credit risk may be applied early in isolation;
- (2) Entity may choose as its accounting policy choice to continue to apply hedge accounting requirements of IAS 39 instead of new general hedge accounting model as provided in IFRS 9.

The Company is currently evaluating the impact of this new standard on its consolidated financial statements.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

iii. In January 2016, the IASB has issued IFRS 16 “Leases” (“IFRS 16”). Key changes in IFRS 16 include:

- eliminates the requirement to classify a lease as either operating or finance lease in the books of lessee.
- introduces a single lessee accounting model, which requires lessee to recognize assets and liabilities for all leases, initially measured at the present value of unavoidable future lease payment. Entity may elect not to apply this accounting requirement to short term leases and leases for which underlying asset is of low value.
- replaces the straight-line operating lease expense model with a depreciation charge for the lease asset (included within operating costs) and an interest expense on the lease liability (included within finance costs).
- requires lessee to classify cash payments for principal and interest portion of lease arrangement within financing activities and financing/operating activities respectively in the cash flow statements.
- requires entities to determine whether a contract conveys the right to control the use of an identified asset for a period of time to assess whether that contract is, or contains, a lease.

IFRS 16 replaces IAS 17, Leases and related interpretations viz. IFRIC 4, Determining whether an Arrangement contains a Lease; SIC-15, Operating Leases—Incentives; and SIC-27, Evaluating the Substance of Transactions Involving the Legal Form of a Lease

IFRS 16 substantially carries forward lessor accounting requirements in IAS 17, Leases. Disclosures, however, have been enhanced.

IFRS 16 is effective for annual reporting periods beginning on or after 1 January 2019. Early application is permitted for entities that apply IFRS 15, Revenue from Contracts with Customers at or before the date of initial application of IFRS 16.

A lessee shall apply IFRS 16 either retrospectively to each prior reporting period presented or record a cumulative effect of initial application of IFRS 16 as an adjustment to opening balance of equity at the date of initial application.

The Company is currently evaluating the impact of this new standard on its consolidated financial statements.

iv. In January 2016, the IASB issued amendments to IAS 12 – “Income taxes” to clarify the following:

- the carrying value of an asset does not limit the estimation of probable future taxable profits.
- estimates for future taxable profits exclude tax deductions resulting from the reversal of deductible temporary differences.
- an entity assesses a deferred tax asset in combination with other deferred tax assets. Where tax law restricts the utilization of tax losses, an entity would assess a deferred tax asset in combination with other deferred tax assets of the same type.

The amendments are effective for annual periods beginning on or after January 1, 2017. Earlier application is permitted.

The Company expects the adoption of these amendments will have no impact on its consolidated financial statements.

v. In January 2016, the IASB issued amendments in IAS 7- “Statement of Cash Flows” to clarify and improve information provided to users of financial statements about an entity’s financing activities.

The IASB requires that the following changes in liabilities arising from financing activities to be disclosed (to the extent necessary):

- changes from financing cash flows;
- changes arising from obtaining and losing control of subsidiaries or other businesses;
- the effect of changes of foreign exchange rates;
- changes in fair value; and
- other changes.

The amendments are effective for annual periods beginning on or after January 1, 2017. Earlier application is permitted. Entities need not present comparative information when they first apply the amendments.

The Company is currently evaluating the effect of this amendment on its consolidated financial statements.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**4. Acquisitions****a) Telkom**

On April 10, 2015, the Company entered into an agreement with Telkom SA SOC LIMITED (“Telkom”), a leading provider of communication services in South Africa, pursuant to which the Company agreed to acquire a contract and the related workforce of Telkom effective May 1, 2015 (“Acquisition Date”). The net purchase price of the transaction, which was paid in cash, was ZAR 35,639 (\$2,572 based on the exchange rate on September 30, 2015).

The purchase price has been allocated as set out below.

	<u>Amount</u>
Customer Contract- Intangible assets	\$2,990
Cash	411
Accrued leave liability	(411)
Deferred tax liabilities	(837)
<b>Net assets acquired</b>	<b>\$2,153</b>
Less: Purchase consideration	3,331
<b>Goodwill on acquisition</b>	<b><u>\$1,178</u></b>

Goodwill arising from this acquisition is not expected to be deductible for tax purposes. Goodwill is attributable mainly to benefit from expected synergies and the assembled workforce of Telkom.

**b) iSoftStone**

On September 11, 2014, the Company entered into an agreement with iSoftStone Information Technology Co. Ltd. (“iSoftStone”), a provider of business process outsourcing and management services, pursuant to which the Company agreed to acquire certain assets and the workforce of iSoftStone effective October 13, 2014 (“Acquisition Date”). The purchase price of the transaction, which was paid in cash, was \$328. The excess of purchase price over the assets acquired amount to \$144, which has been recognized as goodwill.

Goodwill is attributable mainly to benefit from the assembled workforce of iSoftStone.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**5. Cash and cash equivalents**

The Company considers all highly liquid investments with an initial maturity of up to three months to be cash equivalents. Cash and cash equivalents consist of the following:

	<i>As at</i>	
	<u>March 31, 2016</u>	<u>March 31, 2015</u>
Cash and bank balance	\$ 25,194	\$ 24,976
Short term deposits with bank	16,660	7,472
<b>Total</b>	<b><u>\$ 41,854</u></b>	<b><u>\$ 32,448</u></b>

Short term deposits can be withdrawn by the Company at any time without prior notice and are readily convertible into known amounts of cash with an insignificant risk of changes in value.

**6. Investments**

Investments consist of the following:

	<i>As at</i>	
	<u>March 31, 2016</u>	<u>March 31, 2015</u>
Marketable securities(1)	\$ 118,198	\$ 94,054
Investments in FMPs	—	29,911
Investment in fixed deposits	14,791	9,577
<b>Total</b>	<b><u>\$ 132,989</u></b>	<b><u>\$ 133,542</u></b>

**Note:**

(1) Marketable securities represent short term investments made principally for the purpose of earning dividend income.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**7. Trade receivables, net**

Trade receivables consist of the following:

	As at	
	March 31, 2016	March 31, 2015
Trade receivables	\$ 59,357	\$ 61,104
Less: Allowances for doubtful accounts receivable	(4,446)	(5,336)
<b>Total</b>	<b><u>\$ 54,911</u></b>	<b><u>\$ 55,768</u></b>

The movement in the allowances for doubtful accounts receivable is as follows:

	Year ended March 31,		
	2016	2015	2014
Balance at the beginning of the year	\$5,336	\$ 4,999	\$ 5,145
Charged to operations	1,010	2,534	1,211
Write-offs, net of collections	(936)	(621)	(1,058)
Reversals	(904)	(1,182)	(602)
Translation adjustment	(60)	(394)	303
<b>Balance at the end of the year</b>	<b><u>\$4,446</u></b>	<b><u>\$ 5,336</u></b>	<b><u>\$ 4,999</u></b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts in thousands, except share and per share data)

**8. Prepayments and other assets**

Prepayment and other assets consist of the following:

	As at	
	March 31, 2016	March 31, 2015
<b>Current:</b>		
Service tax and other tax receivables	\$ 5,871	\$ 5,971
Deferred transition cost	191	132
Employee receivables	1,319	1,103
Advances to suppliers	2,015	697
Prepaid expenses	6,278	5,048
Other assets	6,927	3,807
<b>Total</b>	<b>\$ 22,601</b>	<b>\$ 16,758</b>
<b>Non-current:</b>		
Deposits	\$ 6,348	\$ 6,476
Income tax assets	6,697	4,873
Service tax and other tax receivables	5,419	4,581
Deferred transition cost	223	117
Others	3,161	1,566
<b>Total</b>	<b>\$ 21,848</b>	<b>\$ 17,613</b>

**9. Goodwill**

The movement in goodwill balance by reportable segment as at March 31, 2016 and 2015 is as follows:

	WNS Global BPM	WNS Auto Claims BPM	Total
	Balance as at April 1, 2014	\$ 51,306	\$ 34,348
Goodwill arising from acquisition of iSoftStone assets and the related workforce (See Note 4b)	144	—	144
Foreign currency translation	(2,931)	(3,809)	(6,740)
Balance as at March 31, 2015	<u>\$ 48,519</u>	<u>\$ 30,539</u>	<u>\$79,058</u>
Goodwill arising from business combination of Telkom contract and the related workforce (See Note 4a)	1,178	—	1,178
Foreign currency translation	(3,194)	(800)	(3,994)
Balance as at March 31, 2016	<u>\$ 46,503</u>	<u>\$ 29,739</u>	<u>\$76,242</u>

The carrying value of goodwill allocated to the cash generating units (“CGU”) is as follows:

	As at	
	March 31, 2016	March 31, 2015
WNS Global BPM*	\$ 3,765	\$ 3,927
South Africa	4,485	4,252
Research & Analytics	34,522	36,508
Technology services	3,731	3,832
WNS Auto Claims BPM	29,739	30,539
	<u>\$ 76,242</u>	<u>\$ 79,058</u>

\* Excluding South Africa, Research & Analytics and Technology services.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Key assumptions on which the Company has based its determination of VIUs include:

- a) Estimated cash flows for five years based on approved internal management budgets with extrapolation for the remaining period, wherever such budgets were shorter than five years period.
- b) Terminal value arrived by extrapolating last forecasted year cash flows to perpetuity using long-term growth rates. These long-term growth rates take into consideration external macro-economic sources of data. Such long-term growth rate considered does not exceed that of the relevant business and industry sector.
- c) The discount rates used are based on weighted average cost of capital of a comparable market participant, which are adjusted for specific country risks.

The key assumptions used in performing the impairment test, by each CGU, were as follows:

	<u>WNS Global BPM*</u>	<u>South Africa</u>	<u>CGU's Research &amp; Analytics</u>	<u>Technology Services</u>	<u>WNS Auto Claims BPM</u>
Discount rate	19.0%	20.0%	19.0%	13.5%	13.5%
Perpetual growth rate	3.0%	3.0%	3.0%	3.0%	2.0%

\* Excluding South Africa, Research & Analytics and Technology services.

The assumptions used were based on the Company's internal budget. The Company projected revenue, operating margins and cash flows for a period of five years, and applied a perpetual long-term growth rate thereafter.

In arriving at its forecasts, the Company considered past experience, economic trends and inflation as well as industry and market trends. The projections also took into account factors such as the expected impact from new client wins and expansion from existing clients businesses and efficiency initiatives, and the maturity of the markets in which each business operates.

Based on the above, no impairment was identified as of March 31, 2016 as the recoverable amount of the CGUs exceeded the carrying value.

An analysis of the calculation's sensitivity to a change in the key parameters (revenue growth, operating margin, discount rate and long-term growth rate) did not identify any probable scenarios where the CGU's recoverable amount would fall below its carrying amount.



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**10. Intangible assets**

The changes in the carrying value of intangible assets for the year ended March 31, 2015 are as follows:

<b>Gross carrying value</b>	<b>Customer contracts</b>	<b>Customer relationship</b>	<b>Intellectual property rights</b>	<b>Leasehold benefits</b>	<b>Covenant not-to-compete</b>	<b>Software</b>	<b>Total</b>
Balance as at April 1, 2014	\$ 162,556	\$ 65,399	\$ 5,139	\$ 1,835	\$ 361	\$ 10,823	\$ 246,113
Additions	—	—	—	—	—	2,207	2,207
Translation adjustments	(3,803)	(1,471)	(570)	—	(29)	(619)	(6,492)
Balance as at March 31, 2015	\$ 158,753	\$ 63,928	\$ 4,569	\$ 1,835	\$ 332	\$ 12,411	\$ 241,828
<b>Accumulated amortization</b>							
Balance as at April 1, 2014	\$ 119,435	\$ 49,496	\$ 5,139	\$ 1,835	\$ 361	\$ 2,625	\$ 178,891
Amortization	16,153	5,720	—	—	—	2,319	24,192
Translation adjustments	(2,397)	(1,307)	(570)	—	(29)	(226)	(4,529)
Balance as at March 31, 2015	\$ 133,191	\$ 53,909	\$ 4,569	\$ 1,835	\$ 332	\$ 4,718	\$ 198,554
<b>Net carrying value as at March 31, 2015</b>	<b>\$ 25,562</b>	<b>\$ 10,019</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 7,693</b>	<b>\$ 43,274</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The changes in the carrying value of intangible assets for the year ended March 31, 2016 are as follows:

<b>Gross carrying value</b>	<b>Customer contracts</b>	<b>Customer relationship</b>	<b>Intellectual property rights</b>	<b>Leasehold benefits</b>	<b>Covenant not-to-compete</b>	<b>Software</b>	<b>Total</b>
Balance as at April 1, 2015	\$158,753	\$ 63,928	\$ 4,569	\$ 1,835	\$ 332	\$12,411	\$241,828
Additions	—	—	—	—	—	8,574	8,574
On business combination (Refer note 4a)	2,990	—	—	—	—	—	2,990
Disposals	—	—	—	—	—	(342)	(342)
Translation adjustments	(4,957)	(781)	(119)	—	(6)	(883)	(6,746)
Balance as at March 31, 2016	<u>\$156,786</u>	<u>\$ 63,147</u>	<u>\$ 4,450</u>	<u>\$ 1,835</u>	<u>\$ 326</u>	<u>\$19,760</u>	<u>\$246,304</u>
<b>Accumulated amortization</b>							
Balance as at April 1, 2015	\$133,191	\$ 53,909	\$ 4,569	\$ 1,835	\$ 332	\$ 4,718	\$198,554
Amortization	15,657	5,688	—	—	—	3,853	25,198
Disposals	—	—	—	—	—	(157)	(157)
Translation adjustments	(3,365)	(605)	(119)	—	(6)	(313)	(4,408)
Balance as at March 31, 2016	<u>\$145,483</u>	<u>\$ 58,992</u>	<u>\$ 4,450</u>	<u>\$ 1,835</u>	<u>\$ 326</u>	<u>\$ 8,101</u>	<u>\$219,187</u>
<b>Net carrying value as at March 31, 2016</b>	<u><b>\$ 11,303</b></u>	<u><b>\$ 4,155</b></u>	<u><b>\$ —</b></u>	<u><b>\$ —</b></u>	<u><b>\$ —</b></u>	<u><b>\$11,659</b></u>	<u><b>\$ 27,117</b></u>

As at March 31, 2016, the estimated remaining weighted average amortization periods for intangible assets are as follows:

	<b>Balance Life (In months)</b>
Customer contracts	15
Customer relationship	20
Software	32

The estimated annual amortization expense based on remaining weighted average amortization periods for intangible assets and exchange rates, each as at March 31, 2016 are as follows:

	<b>Amount</b>
2017	\$17,443
2018	4,106
2019	2,812
2020	2,098
2021	526
Thereafter	132
	<u><b>\$27,117</b></u>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts in thousands, except share and per share data)

**11. Property and equipment**

The changes in the carrying value of property and equipment for the year ended March 31, 2015 are as follows:

<u>Gross carrying value</u>	<u>Buildings</u>	<u>Computers and software</u>	<u>Furniture, fixtures and office equipment</u>	<u>Vehicles</u>	<u>Leasehold improvements</u>	<u>Total</u>
Balance as at April 1, 2014	\$10,623	\$ 68,112	\$ 56,679	\$ 488	\$ 47,174	\$183,076
Additions	—	7,033	7,367	209	7,782	22,391
On acquisition of iSoftStone assets and the related workforce (See Note 4c)	—	98	51	—	—	149
Disposals/retirements/adjustments	—	(3,292)	(2,596)	(221)	(3,160)	(9,269)
Translation adjustments	(218)	(4,436)	(2,860)	(21)	(2,438)	(9,973)
Balance as at March 31, 2015	<u>\$10,405</u>	<u>\$ 67,515</u>	<u>\$ 58,641</u>	<u>\$ 455</u>	<u>\$ 49,358</u>	<u>\$186,374</u>
<b>Accumulated depreciation</b>						
Balance as at April 1, 2014	\$ 2,769	\$ 60,350	\$ 45,427	\$ 457	\$ 34,482	\$143,485
Depreciation	526	4,403	4,771	71	4,616	14,387
Disposals/retirements/adjustments	—	(2,901)	(2,524)	(221)	(3,152)	(8,798)
Translation adjustments	(63)	(3,784)	(2,277)	(18)	(1,630)	(7,772)
Balance as at March 31, 2015	<u>\$ 3,232</u>	<u>\$ 58,068</u>	<u>\$ 45,397</u>	<u>\$ 289</u>	<u>\$ 34,316</u>	<u>\$141,302</u>
Capital work-in-progress						3,158
<b>Net carrying value as at March 31, 2015</b>						<b><u>\$ 48,230</u></b>

The changes in the carrying value of property and equipment for the year ended March 31, 2016 are as follows:

<u>Gross carrying value</u>	<u>Buildings</u>	<u>Computers and software</u>	<u>Furniture, fixtures and office equipment</u>	<u>Vehicles</u>	<u>Leasehold improvements</u>	<u>Total</u>
Balance as at April 1, 2015	\$10,405	\$ 67,515	\$ 58,641	\$ 455	\$ 49,358	\$186,374
Additions	—	6,866	5,914	29	6,288	19,097
Disposals/retirements/adjustments	—	(1,808)	(588)	—	(457)	(2,853)
Translation adjustments	(255)	(3,370)	(3,107)	(25)	(2,600)	(9,357)
Balance as at March 31, 2016	<u>\$10,150</u>	<u>\$ 69,203</u>	<u>\$ 60,860</u>	<u>\$ 459</u>	<u>\$ 52,589</u>	<u>\$193,261</u>
<b>Accumulated depreciation</b>						
Balance as at April 1, 2015	\$ 3,232	\$ 58,068	\$ 45,397	\$ 289	\$ 34,316	\$141,302
Depreciation	510	5,172	4,834	75	4,844	15,435
Disposals/retirements/adjustments	—	(1,715)	(535)	—	(454)	(2,704)
Translation adjustments	(81)	(2,757)	(2,321)	(17)	(1,832)	(7,008)
Balance as at March 31, 2016	<u>\$ 3,661</u>	<u>\$ 58,768</u>	<u>\$ 47,375</u>	<u>\$ 347</u>	<u>\$ 36,874</u>	<u>\$147,025</u>
Capital work-in-progress						4,181
<b>Net carrying value as at March 31, 2016</b>						<b><u>\$ 50,417</u></b>

Certain property and equipment are pledged as collateral against borrowings with a carrying amount of \$Nil and \$12,392 as at March 31, 2016 and 2015, respectively.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**12. Loans and borrowings***Short-term line of credit*

The Company's Indian subsidiary, WNS Global Services Private Limited ("WNS Global"), has secured and unsecured lines of credit with banks amounting to \$58,921. As at March 31, 2016, there was no amount utilized (March 31, 2015: \$11,823) from these lines of credit.

The Company has also established a line of credit in the UK amounting to £9,880 (\$14,219 based on the exchange rate on March 31, 2016). As at March 31, 2016, there was no outstanding amount (\$1,058 based on the exchange rate on March 31, 2015) under the said facility.

Further the Company has also established a line of credit in South Africa amounting to ZAR 30,000 (\$2,037 based on the exchange rate on March 31, 2016). As at March 31, 2016, there was no outstanding amount under the said facility.

*Long-term debt*

The long-term loans and borrowings consist of the following:

	As at			
	March 31, 2016		March 31, 2015	
<u>Interest rate</u>	<u>Foreign currency</u>	<u>Total</u>	<u>Foreign currency</u>	<u>Total</u>
3M USD LIBOR + 3.1%	\$ —	—	\$ —	6,990
Bank of England base rate + 2.25%	£ —	—	£ 3,952	5,838
Bank of England base rate + 2.45%	£ —	—	£ —	—
		<u>\$—</u>		<u>\$12,828</u>
Current portion of long term debt	—	<u>\$—</u>	—	<u>\$12,828</u>
<b>Long term debt</b>	—	<u>—</u>	—	<u>\$ —</u>

The Company has pledged trade receivables, other financial assets, property and equipment with a carrying amount of \$Nil and \$149,670 as of March 31, 2016 and March 31, 2015, respectively, as collateral for the above mentioned borrowings.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts in thousands, except share and per share data)

**13. Financial instruments**

**Financial instruments by category**

The carrying value and fair value of financial instruments by class as at March 31, 2016 are as follows:

**Financial assets**

	Loans and receivables	Financial assets at FVTPL	Derivative designated as cash flow hedges (carried at fair value)	Available for sale	Total carrying value	Total fair value
Cash and cash equivalents	\$ 41,854	\$ —	\$ —	\$ —	\$ 41,854	\$ 41,854
Investment in fixed deposits and marketable securities	14,791	—	—	118,198	132,989	132,989
Trade receivables	54,911	—	—	—	54,911	54,911
Unbilled revenue	44,318	—	—	—	44,318	44,318
Funds held for clients	11,895	—	—	—	11,895	11,895
Prepayments and other assets (1)	6,147	—	—	—	6,147	6,147
Other non-current assets (2)	6,348	—	—	—	6,348	6,348
Derivative assets	—	2,492	16,245	—	18,737	18,737
<b>Total carrying value</b>	<b>\$180,264</b>	<b>\$ 2,492</b>	<b>\$ 16,245</b>	<b>\$118,198</b>	<b>\$317,199</b>	<b>\$317,199</b>

**Financial liabilities**

	Financial liabilities at FVTPL	Derivative designated as cash flow hedges (carried at fair value)	Financial liabilities at amortized cost	Total carrying value	Total fair value
Trade payables	\$ —	\$ —	\$ 19,862	\$19,862	\$19,862
Other employee obligations (3)	—	—	39,604	39,604	39,604
Provision and accrued expenses	—	—	24,741	24,741	24,741
Other liabilities (4)	—	—	231	231	231
Derivative liabilities	870	2,840	—	3,710	3,710
<b>Total carrying value</b>	<b>\$ 870</b>	<b>\$ 2,840</b>	<b>\$ 84,438</b>	<b>\$88,148</b>	<b>\$88,148</b>

**Notes:**

- (1) Excluding non-financial assets \$ 16,454.
- (2) Excluding non-financial assets \$ 15,500.
- (3) Excluding non-financial liabilities \$ 12,109.
- (4) Excluding non-financial liabilities \$ 10,290.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The carrying value and fair value of financial instruments by class as at March 31, 2015 are as follows:

**Financial assets**

	Loans and receivables	Financial assets at FVTPL	Derivative designated as cash flow hedges (carried at fair value)	Available for sale	Total carrying value	Total fair value
Cash and cash equivalents	\$ 32,448	\$ —	\$ —	\$ —	\$ 32,448	\$ 32,448
Investment in fixed deposits and marketable securities	9,577	—	—	94,054	103,631	103,631
Trade receivables	55,768	—	—	—	55,768	55,768
Unbilled revenue	39,675	—	—	—	39,675	39,675
Funds held for clients	12,737	—	—	—	12,737	12,737
Prepayments and other assets (1)	3,161	—	—	—	3,161	3,161
Investment in FMPs	—	29,911	—	—	29,911	29,911
Other non-current assets (2)	6,476	—	—	—	6,476	6,476
Derivative assets	—	2,274	27,593	—	29,867	29,867
<b>Total carrying value</b>	<b>\$159,842</b>	<b>\$32,185</b>	<b>\$ 27,593</b>	<b>\$94,054</b>	<b>\$313,674</b>	<b>\$313,674</b>

**Financial liabilities**

	Financial liabilities at FVTPL	Derivative designated as cash flow hedges (carried at fair value)	Financial liabilities at amortized cost	Total carrying value	Total fair value
Trade payables	\$ —	\$ —	\$ 22,706	\$ 22,706	\$ 22,706
Current portion of long term debt	—	—	12,828	12,828	12,828
Short term line of credit	—	—	12,881	12,881	12,881
Other employee obligations (3)	—	—	36,290	36,290	36,290
Provision and accrued expenses (4)	—	—	24,869	24,869	24,869
Other liabilities (5)	—	—	304	304	304
Derivative liabilities	791	1,383	—	2,174	2,174
<b>Total carrying value</b>	<b>\$ 791</b>	<b>\$ 1,383</b>	<b>\$ 109,878</b>	<b>\$112,052</b>	<b>\$112,052</b>

**Notes:**

- (1) Excluding non-financial assets \$13,597.
- (2) Excluding non-financial assets \$11,137.
- (3) Excluding non-financial liabilities \$10,203.
- (4) Excluding non-financial liabilities \$753.
- (5) Excluding non-financial liabilities \$9,644.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Financial assets and liabilities subject to offsetting, enforceable master netting arrangements or similar agreements as at March 31, 2016 are as follows:

Description of types of financial assets	Gross amounts of recognized financial assets	Gross amounts of recognized financial liabilities offset in the statement of financial position	Net amounts of financial assets presented in the statement of financial position	Related amount not set off in financial instruments		Net Amount
				Financial instruments	Cash collateral received	
Derivative assets	\$ 18,737	\$ —	\$ 18,737	\$ (3,040)	\$ —	\$15,697
<b>Total</b>	<b>\$ 18,737</b>	<b>\$ —</b>	<b>\$ 18,737</b>	<b>\$ (3,040)</b>	<b>\$ —</b>	<b>\$15,697</b>

Description of types of financial liabilities	Gross amounts of recognized financial liabilities	Gross amounts of recognized financial assets offset in the statement of financial position	Net amounts of financial liabilities presented in the statement of financial position	Related amount not set off in financial instruments		Net Amount
				Financial instruments	Cash collateral pledged	
Derivative liabilities	\$ 3,710	\$ —	\$ 3,710	\$ (3,040)	\$ —	\$ 670
<b>Total</b>	<b>\$ 3,710</b>	<b>\$ —</b>	<b>\$ 3,710</b>	<b>\$ (3,040)</b>	<b>\$ —</b>	<b>\$ 670</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Financial assets and liabilities subject to offsetting, enforceable master netting arrangements or similar agreements as at March 31, 2015 are as follows:

Description of types of financial assets	Gross amounts of recognized financial assets	Gross amounts of recognized financial liabilities offset in the statement of financial position	Net amounts of financial assets presented in the statement of financial position	Related amount not set off in financial instruments		Net amount
				Financial instruments	Cash collateral received	
Derivative assets	\$ 29,867	\$ —	\$ 29,867	\$ (1,670)	\$ —	\$28,197
<b>Total</b>	<b>\$ 29,867</b>	<b>\$ —</b>	<b>\$ 29,867</b>	<b>\$ (1,670)</b>	<b>\$ —</b>	<b>\$28,197</b>

Description of types of financial liabilities	Gross amounts of recognized financial liabilities	Gross amounts of recognized financial assets offset in the statement of financial position	Net amounts of financial liabilities presented in the statement of financial position	Related amount not set off in financial instruments		Net Amount
				Financial instruments	Cash collateral pledged	
Derivative liabilities	\$ 2,174	\$ —	\$ 2,174	\$ (1,670)	\$ —	\$ 504
<b>Total</b>	<b>\$ 2,174</b>	<b>\$ —</b>	<b>\$ 2,174</b>	<b>\$ (1,670)</b>	<b>\$ —</b>	<b>\$ 504</b>

**Fair value hierarchy**

The following is the hierarchy for determining and disclosing the fair value of financial instruments by valuation technique:

Level 1 — quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 — other techniques for which all inputs have a significant effect on the recorded fair value are observable, either directly or indirectly.

Level 3 — techniques which use inputs that have a significant effect on the recorded fair value that are not based on observable market data.



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The assets and liabilities measured at fair value on a recurring basis as at March 31, 2016 are as follows:-

Description	March 31, 2016	Fair value measurement at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Assets</b>				
<i>Financial assets at FVTPL</i>				
Foreign exchange contracts	\$ 2,492	\$ —	\$ 2,492	\$ —
<i>Financial assets at fair value through other comprehensive income</i>				
Foreign exchange contracts	16,245	—	16,245	—
Investments available for sale	118,198	118,198	—	—
<b>Total assets</b>	<b>\$136,935</b>	<b>\$ 118,198</b>	<b>\$ 18,737</b>	<b>\$ —</b>
<b>Liabilities</b>				
<i>Financial liabilities at FVTPL</i>				
Foreign exchange contracts	\$ 870	\$ —	\$ 870	\$ —
<i>Financial liabilities at fair value through other comprehensive income</i>				
Foreign exchange contracts	2,840	—	2,840	—
<b>Total liabilities</b>	<b>\$ 3,710</b>	<b>\$ —</b>	<b>\$ 3,710</b>	<b>\$ —</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The assets and liabilities measured at fair value on a recurring basis as at March 31, 2015 are as follows:-

Description	March 31, 2015	Fair value measurement at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Assets</b>				
<i>Financial assets at FVTPL</i>				
Foreign exchange contracts	\$ 2,274	\$ —	\$ 2,274	\$ —
Investment in FMPs	29,911	29,911	—	—
<i>Financial assets at fair value through other comprehensive income</i>				
Foreign exchange contracts	27,593	—	27,593	—
Investments available for sale	94,054	94,054	—	—
<b>Total assets</b>	<b>\$153,832</b>	<b>\$ 123,965</b>	<b>\$ 29,867</b>	<b>\$ —</b>
<b>Liabilities</b>				
<i>Financial liabilities at FVTPL</i>				
Foreign exchange contracts	\$ 791	\$ —	\$ 791	\$ —
<i>Financial liabilities at fair value through other comprehensive income</i>				
Foreign exchange contracts	1,383	—	1,383	—
<b>Total liabilities</b>	<b>\$ 2,174</b>	<b>\$ —</b>	<b>\$ 2,174</b>	<b>\$ —</b>

The fair value is estimated using discounted cash flow approach which involves assumptions and judgments regarding risk characteristics of the instruments, discount rates, future cash flows, foreign exchange spot and forward premium rates. During the year ended March 31, 2016 and 2015, there were no transfers between Level 1 and Level 2 fair value measurements, and no transfers into and out of Level 3 fair value measurements.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**Derivative financial instruments**

The primary risks managed by using derivative instruments are foreign currency exchange risk and interest rate risk. Forward and option contracts up to 24 months on various foreign currencies are entered into to manage the foreign currency exchange rate risk on forecasted revenue denominated in foreign currencies and monetary assets and liabilities held in non-functional currencies. The Company's primary exchange rate exposure is with the US dollars and pound sterling against the Indian rupee. For derivative instruments which qualify for cash flow hedge accounting, the Company records the effective portion of gain or loss from changes in the fair value of the derivative instruments in other comprehensive income (loss), which is reclassified into earnings in the same period during which the hedged item affects earnings. Derivative instruments qualify for hedge accounting when the instrument is designated as a hedge; the hedged item is specifically identifiable and exposes the Company to risk; and it is expected that a change in fair value of the derivative instrument and an opposite change in the fair value of the hedged item will have a high degree of correlation. Determining the high degree of correlation between the change in fair value of the hedged item and the derivative instruments involves significant judgment including the probability of the occurrence of the forecasted transaction. When it is highly probable that a forecasted transaction will not occur, the Company discontinues the hedge accounting and recognizes immediately in the consolidated statement of income, the gains and losses attributable to such derivative instrument that were accumulated in other comprehensive income (loss).

The following table presents the notional values of outstanding foreign exchange forward contracts and foreign exchange option contracts:

	As at	
	March 31, 2016	March 31, 2015
<b>Forward contracts (Sell)</b>		
In US dollars	\$ 151,884	\$ 168,315
In United Kingdom Pound Sterling	148,386	141,693
In Euro	10,349	9,745
In Australian dollars	31,099	25,065
Others	4,682	13,887
	<u>\$346,400</u>	<u>\$358,705</u>
<b>Option contracts (Sell)</b>		
In US dollars	\$ 81,827	\$ 79,898
In United Kingdom Pound Sterling	103,863	106,767
In Euro	10,314	7,697
In Australian dollars	18,935	19,462
Others	2,412	3,342
	<u>\$217,351</u>	<u>\$217,166</u>

The amount of gain/(loss) reclassified from other comprehensive income into consolidated statement of income in respective line items for the years ended March 31, 2016, 2015 and 2014 are as follows:

	Year ended March 31,		
	2016	2015	2014
Revenue	\$ 7,941	\$ 4,347	\$ 4,938
Foreign exchange gain/(loss), net	6,281	3,399	7,997
Finance expense	—	—	—
Income tax related to amounts reclassified into statement of income	(5,230)	(2,764)	(4,418)
<b>Total</b>	<u>\$ 8,992</u>	<u>\$ 4,982</u>	<u>\$ 8,517</u>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

As at March 31, 2016, the gain amounting to \$5,928 on account of cash flow hedges is expected to be reclassified from other comprehensive income into consolidated statement of income over a period of 24 months.

Due to the discontinuation of cash flow hedge accounting on account of non-occurrence of original forecasted transactions by the end of the originally specified time period, the Company recognized in the consolidated statement of income for the years ended March 31, 2016, 2015 and 2014 gains of \$125, \$13 and \$125, respectively.

**Financial risk management**

**Financial risk factors**

The Company's activities expose it to a variety of financial risks: market risk, interest risk, credit risk and liquidity risk. The Company's primary focus is to foresee the unpredictability of financial markets and seek to minimize potential adverse effects on its financial performance. The primary market risk to the Company is foreign exchange risk. The Company uses derivative financial instruments to mitigate foreign exchange related risk exposures. The Company's exposure to credit risk is influenced mainly by the individual characteristic of each customer and the concentration of risk from the top few customers. The demographics of the customer including the default risk of the industry and country in which the customer operates also has an influence on credit risk assessment. The Company does not enter into or trade financial instruments, including derivative financial instruments, for speculative purposes.

**Risk management procedures**

The Company manages market risk through treasury operations. Senior management and Board of Directors approve the Company's treasury operations' objectives and policies. The activities of treasury operations include management of cash resources, implementation of hedging strategies for foreign currency exposures, implementation of borrowing strategies and monitoring compliance with market risk limits and policies. The Company's foreign exchange committee, comprising the Chairman of the Board, Group Chief Executive Officer and Group Chief Financial Officer, is the approving authority for all hedging transactions.

**Components of market risk**

**Exchange rate or currency risk:**

The Company's exposure to market risk arises principally from exchange rate risk. Although substantially all of revenue is denominated in pound sterling and US dollars, a significant portion of expenses for the year ended March 31, 2016 (net of payments to repair centers made as part of the Company's WNS Auto Claims BPM segment) 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. The Company hedges a portion of forecasted external and inter-company revenue denominated in foreign currencies with forward contracts and options.

Based upon the Company's level of operations for the year ended March 31, 2016, a sensitivity analysis shows that a 10% appreciation or depreciation in the pound sterling against the US dollar would have increased or decreased, respectively, the Company's revenue for the year ended March 31, 2016 by approximately \$25,968. Similarly, a 10% appreciation or depreciation in the Indian rupee against the US dollar would have increased or decreased, respectively, the Company's expenses incurred and paid in Indian rupee for the year ended March 31, 2016 by approximately \$23,105.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The foreign currency risk from non-derivative financial instruments as at March 31, 2016 is as follows:

	As at March 31, 2016						Total
	US Dollar	Pound Sterling	Indian Rupees	Australian Dollar	Euro	Other Currencies	
Cash and cash equivalents	\$ 868	\$ 222	\$ —	\$ 856	\$ 430	\$ 203	\$ 2,579
Trade receivables	91,389	72,348	2,739	11,995	3,382	1,729	183,582
Unbilled revenue	4,508	(814)	—	2,788	2,294	420	9,196
Prepayments and other current assets	331	200	3	61	31	16	642
Other non-current assets	3	—	—	—	—	16	19
Trade payables	(51,270)	(19,809)	(4,284)	(7,866)	(1,083)	228	(84,084)
Provisions and accrued expenses	(1,932)	(513)	(100)	—	(445)	14	(2,976)
Pension and other employee obligations	1	—	—	—	(21)	(258)	(278)
Other liabilities	—	—	—	—	—	(2)	(2)
<b>Net assets (liabilities)</b>	<b><u>\$ 43,898</u></b>	<b><u>\$ 51,634</u></b>	<b><u>\$(1,642)</u></b>	<b><u>\$ 7,834</u></b>	<b><u>\$ 4,588</u></b>	<b><u>\$ 2,366</u></b>	<b><u>\$108,678</u></b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The foreign currency risk from non-derivative financial instruments as at March 31, 2015 is as follows:

	As at March 31, 2015						Total
	US Dollar	Pound Sterling	Indian Rupees	Australian Dollar	Euro	Other Currencies	
Cash and cash equivalents	\$ 171	\$ 236	\$ —	\$ 1,858	\$ 264	\$ 137	\$ 2,666
Trade receivables	81,456	63,670	5,916	7,615	2,311	2,797	163,765
Unbilled revenue	3,782	602	—	2,156	1,705	142	8,387
Prepayments and other current assets	495	190	240	15	52	28	1,020
Other non-current assets	23	—	—	—	—	16	39
Trade payables	(52,309)	(46,402)	(13,679)	(4,998)	(1,106)	(816)	(119,310)
Provisions and accrued expenses	(2,032)	(371)	(15)	(7)	(233)	(76)	(2,734)
Pension and other employee obligations	—	(12)	—	—	(42)	(224)	(278)
Short term line of credit		(11,823)					(11,823)
Long term debt	(7,000)	—	—	—	—	—	(7,000)
Other liabilities	(36)	—	—	—	—	(2)	(38)
<b>Net assets (liabilities)</b>	<b>\$ 24,550</b>	<b>\$ 6,090</b>	<b>\$ (7,538)</b>	<b>\$ 6,639</b>	<b>\$ 2,951</b>	<b>\$ 2,002</b>	<b>\$ 34,694</b>

Other currencies reflect currencies such as Philippines Peso (PHP), Canadian Dollar (CAD), Polish Zloty (PLN), Sri Lankan Rupee (LKR), Romanian Leu (RON) and South African Rand (ZAR) etc.

As at March 31, 2016, every 5% appreciation or depreciation of the respective foreign currencies compared to the functional currency of the Company would impact the Company's profit before tax from operating activities by approximately \$1,388.

**Interest rate risk:**

The Company intends to selectively use interest rate swaps, options and other derivative instruments to manage exposure to interest rate movements. These exposures are reviewed by appropriate levels of management on a periodic basis. The Company does not enter into hedging agreements for speculative purposes. As at March 31, 2016, there was no borrowing outstanding.

**Credit risk:**

Credit risk arises from the possibility that customers may not be able to settle their obligations as agreed. Trade receivables are typically unsecured and are derived from revenue earned from customers primarily located in the United Kingdom and the United States. Credit risk is managed through periodical assessment of the financial reliability of customers, taking into account the financial condition, current economic trends, analysis of historical bad debts and ageing of accounts receivable. The credit risk on marketable securities, FMPs, bank deposits and derivative financial instruments is limited because the counterparties are banks and mutual funds with high credit-ratings assigned by international credit-rating agencies.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The following table gives details in respect of the percentage of revenue generated from the Company's top customer and top five customers:

	<u>Year Ended March 31,</u>		
	<u>2016</u>	<u>2015</u>	<u>2014</u>
Revenue from top customer	10.9%	13.4%	15.2%
Revenue from top five customers	30.7%	33.0%	36.9%

**Financial assets that are neither past due nor impaired**

Cash equivalents, bank deposits, marketable securities, investment in FMPs, unbilled revenue and other assets, are neither past due nor impaired except trade receivables as described below.

**Financial assets that are past due but not impaired**

There is no other class of financial assets that is past due but not impaired except for trade receivables. The Company's credit period generally ranges from 30-60 days. The age-wise break up of trade receivables, net of allowances that are past due beyond credit period, are as follows:

	<u>As at</u>	
	<u>March 31, 2016</u>	<u>March 31, 2015</u>
Neither past due nor impaired	\$ 43,771	\$ 40,544
Past due but not impaired		
Past due 0-30 days	7,995	10,811
Past due 31-60 days	1,006	1,091
Past due 61-90 days	928	496
Past due over 90 days	1,212	2,826
Past due and impaired	4,446	5,336
Total	\$ 59,358	\$ 61,104
Allowances for doubtful account receivables	\$ (4,446)	\$ (5,336)
Trade receivables, net of allowances for doubtful accounts receivable	<u>\$ 54,912</u>	<u>\$ 55,768</u>

**Liquidity risk:**

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Company's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under normal and stressed conditions, without incurring unacceptable losses or risking damage to the reputation. Typically the Company ensures that it has sufficient cash on demand to meet expected operational expenses and service financial obligations. In addition, the Company has concluded arrangements with well reputed banks and has unused lines of credit of \$75,177 as of March 31, 2016 that could be drawn upon should there be a need.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The contractual maturities of financial liabilities are as follows:

	As at March 31, 2016			
	Less than 1 Year	1-2 years	2-4 years	Total
Long term debt	\$ —	\$ —	\$ —	\$ —
Trade payables	19,862	—	—	19,862
Short term line of credit	—	—	—	—
Provision and accrued expenses	24,741	—	—	24,741
Other liabilities	231	—	—	231
Other employee obligations	39,604	—	—	39,604
Derivative financial instruments	3,259	451	—	3,710
<b>Total(1)</b>	<b>\$87,697</b>	<b>\$ 451</b>	<b>\$ —</b>	<b>\$88,148</b>

**Note:**

- (1) Non-financial liabilities are explained in the financial instruments categories table above.

	As at March 31, 2015			
	Less than 1 Year	1-2 years	2-4 years	Total
Long term debt(1)	\$ 12,841	\$ —	\$ —	\$ 12,841
Trade payables	22,706	—	—	22,706
Short term line of credit	12,881	—	—	12,881
Provision and accrued expenses	24,869	—	—	24,869
Other liabilities	304	—	—	304
Other employee obligations	36,290	—	—	36,290
Derivative financial instruments	1,784	390	—	2,174
<b>Total(2)</b>	<b>\$111,675</b>	<b>\$ 390</b>	<b>\$ —</b>	<b>\$112,065</b>

**Notes:**

- (1) Before netting off debt issuance cost of \$13.  
(2) Non-financial liabilities are explained in the financial instruments categories table above.

The balanced view of liquidity and financial indebtedness is stated in the table below. This calculation of the net cash position is used by the management:

	As at	
	March 31, 2016	March 31, 2015
Cash and cash equivalents	\$ 41,854	\$ 32,448
Investments	132,989	133,542
Short term line of credit	—	(12,881)
Long term debt(1)	—	(12,828)
<b>Net cash position</b>	<b>\$174,843</b>	<b>\$140,281</b>

**Note:**

- (1) This includes the current portion of long term debt.



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**14. Pension and other employee obligations**

Pension and other employee obligations consist of the following:

	As at	
	March 31, 2016	March 31, 2015
<b>Current:</b>		
Salaries and bonus	\$ 39,522	\$ 36,290
Pension	746	496
Withholding taxes on salary and statutory payables	4,464	3,638
Other employee payables	82	—
<b>Total</b>	<b>\$ 44,814</b>	<b>\$ 40,424</b>
<b>Non-current:</b>		
Pension and other obligations	\$ 6,899	\$ 6,069
<b>Total</b>	<b>\$ 6,899</b>	<b>\$ 6,069</b>

Employee benefit costs consist of the following:

	Year ended March 31,		
	2016	2015	2014
Salaries and bonus	\$272,017	\$252,420	\$235,280
Employee benefit plans:			
Defined contribution plan	7,458	7,396	6,434
Defined benefit plan	2,184	1,874	2,234
Share-based compensation	17,919	9,499	6,935
<b>Total</b>	<b>\$299,578</b>	<b>\$271,189</b>	<b>\$250,833</b>

Employee benefit costs is recognized in the following line items in the consolidated statement of income:

	Year ended March 31,		
	2016	2015	2014
Cost of revenue	\$217,098	\$199,766	\$184,655
Selling and marketing expenses	22,336	23,073	26,397
General and administrative expenses	60,144	48,350	39,831
<b>Total</b>	<b>\$299,578</b>	<b>\$271,189</b>	<b>\$250,883</b>

**Defined contribution plan**

The Company's contributions to defined contribution plans are as follows:

	Year ended March 31,		
	2016	2015	2014
India	\$5,173	\$5,115	\$4,534
Philippines	83	63	57
South Africa	617	518	494
Sri Lanka	612	577	466
United Kingdom	681	831	743
United States	292	292	140
<b>Total</b>	<b>\$7,458</b>	<b>\$7,396</b>	<b>\$6,434</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**Defined benefit plan**

The net periodic cost recognized by the Company in respect of gratuity payments under the Company's gratuity plans covering eligible employees of the Company in India, the Philippines and Sri Lanka is as follows:

	Year ended March 31,		
	2016	2015	2014
Service cost	\$1,765	\$1,351	\$1,780
Interest on the net defined benefit liability	419	523	454
<b>Net gratuity cost</b>	<b><u>\$2,184</u></b>	<b><u>\$1,874</u></b>	<b><u>\$2,234</u></b>

	As at	
	March 2016	March 2015
<b>Change in projected benefit obligations</b>		
Obligation at beginning of the year	\$ 7,322	\$ 6,337
Foreign currency translation	(404)	(248)
Service cost	1,765	1,351
Interest cost	475	541
Benefits paid	(871)	(1,079)
Actuarial (gain)/loss		
From changes in demographic assumptions	(75)	(44)
From changes in financial assumptions	166	308
From actual experience compared to assumptions	72	155
<b>Benefit obligation at end of the year</b>	<b><u>\$ 8,450</u></b>	<b><u>\$ 7,321</u></b>
<b>Change in plan assets</b>		
Plan assets at beginning of the year	\$ 756	\$ 806
Foreign currency translation	(42)	(37)
Expected return on plan assets	56	18
Actuarial loss/(gain)	33	39
Actual contributions	881	939
Benefits paid	(835)	(1,009)
<b>Plan assets at end of the year</b>	<b><u>\$ 849</u></b>	<b><u>\$ 756</u></b>
<b>Accrued pension liability</b>		
Current	\$ 746	\$ 496
Non-current	6,856	6,069
<b>Net amount recognized</b>	<b><u>\$ 7,602</u></b>	<b><u>\$ 6,565</u></b>
Present value of funded defined benefit obligation	\$ 5,770	\$ 5,271
Fair value of plan assets	(849)	(756)
	4,921	4,515
Present value of unfunded defined benefit obligation	\$ 2,681	\$ 2,050
Weighted average duration of defined benefit obligation (both funded and unfunded)	8.17 years	8.64 years

Net amount recognized relating to India plan, Philippines plan and Sri Lanka plan was \$4,924, \$2,294 and \$384 as at March 31, 2016 and \$4,525, \$1,640 and \$400 as at March 31, 2015, respectively.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The assumptions used in accounting for the gratuity plans are as follows:

	<b>Year ended March 31,</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b>Discount rate:</b>			
India	7.35%	8.00%	8.75%
Philippines	4.75%	5.03%	5.52%
Sri Lanka	12.30%	9.85%	9.50%
Rate of increase in compensation level	6% to 8%	6% to 8%	6% to 8%
Expected rate of return on plan assets	7.35%	8.00%	8.75%

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 to reflect the additional risk for high quality corporate bonds.

As at March 31, 2016, for each of the Company's defined benefit plans, the sensitivity of the defined benefit obligation to a change in each significant actuarial assumption is as follows:

	<b>India</b>	<b>Philippines</b>	<b>Sri Lanka</b>
<b>Discount rate:</b>			
Increase in discount rate by 1%	(3.2)%	(20.6)%	(7.1)%
Decrease in discount rate by 1%	3.5%	26.6%	8.5%
<b>Rate of increase in compensation level:</b>			
Increase in salary escalation rate by 1%	3.0%	25.7%	8.7%
Decrease in salary escalation rate by 1%	(2.9)%	(20.4)%	(7.4)%

Each sensitivity amount is calculated assuming that all other assumptions are held constant. The Company is not able to predict the extent of likely future changes in these assumptions, but based on past experience, the discount rate for each plan could change by up to 1% within a 12 month period.

As at March 31, 2016, \$3 and \$846 (\$3 and \$753 as at March 31, 2015) of the fund assets are invested with LIC and ALICPL, respectively. Of the funds invested with LIC, approximately 40% and 60% of the funds are invested in unquoted government securities and money market instruments, respectively. Of the funds invested with ALICPL, approximately 58% and 42% are invested in unquoted government securities and money market instruments, respectively. Since the Company's plan assets are managed by third party fund administrators, the contributions made by the Company are pooled with the corpus of the funds managed by such fund administrators and invested in accordance with regulatory guidelines. The Company's funding policy is to contribute to the Plan amounts necessary on an actuarial basis to, at a minimum, satisfy the minimum funding requirements. Additional discretionary contributions above the minimum funding requirement can be made and are generally based on adjustment for any over or under funding.

The expected benefits are based on the same assumptions used to measure the Company's defined benefit obligations as at March 31, 2016. The Company expects to contribute \$1,463 for the year ending March 31, 2017. The maturity analysis of the Company's defined benefit payments is as follows:

	<b>Amount</b>
2017	\$1,595
2018	1,242
2019	1,020
2020	838
2021	665
Thereafter	1,847
	<b>\$7,207</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**15. Provisions and accrued expenses**

Provisions and accrued expenses consist of the following:

	As at	
	March 31, 2016	March 31, 2015
Provisions	\$ —	\$ 753
Accrued expenses	24,741	24,869
<b>Total</b>	<b><u>\$ 24,741</u></b>	<b><u>\$ 25,622</u></b>

A summary of activity for provisions is as follows:

	As at	
	March 31, 2016	March 31, 2015
Balance at the beginning of the year	\$ 753	\$ 693
Additional provision	—	754
Provision used	(751)	(692)
Translation adjustments	(2)	(2)
<b>Balance at the end of the year</b>	<b><u>\$ —</u></b>	<b><u>\$ 753</u></b>

**16. Deferred revenue**

Deferred revenue consists of the following:

	As at	
	March 31, 2016	March 31, 2015
<b>Current:</b>		
Payments in advance of services	\$ 685	\$ 600
Advance billings	1,706	2,384
Others	533	897
<b>Total</b>	<b><u>\$ 2,924</u></b>	<b><u>\$ 3,881</u></b>
	As at	
	March 31, 2016	March 31, 2015
<b>Non-current:</b>		
Payments in advance of services	\$ 238	\$ 220
Advance billings	—	163
Others	18	19
<b>Total</b>	<b><u>\$ 256</u></b>	<b><u>\$ 402</u></b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**17. Other liabilities**

Other liabilities consist of the following:

	As at	
	March 31, 2016	March 31, 2015
<b>Current:</b>		
Withholding taxes and value added tax payables	\$ 3,801	\$ 3,989
Deferred rent	547	806
Other liabilities	1,637	1,136
<b>Total</b>	<b>\$ 5,985</b>	<b>\$ 5,931</b>
<b>Non-current:</b>		
Deferred rent	\$ 4,162	\$ 3,601
Other liabilities	374	416
<b>Total</b>	<b>\$ 4,536</b>	<b>\$ 4,017</b>

**18. Share capital**

As at March 31, 2015, the authorized share capital was £6,100 divided into 60,000,000 ordinary shares of 10 pence each and 1,000,000 preferred shares of 10 pence each. The Company had 51,950,662 ordinary shares outstanding as at March 31, 2015. There were no preferred shares outstanding as at March 31, 2015.

As at March 31, 2016, the authorized share capital was £6,100 divided into 60,000,000 ordinary shares of 10 pence each and 1,000,000 preferred shares of 10 pence each. The Company had 52,406,304 ordinary shares (including 1,100,000 treasury shares) outstanding as at March 31, 2016. There were no preferred shares outstanding as at March 31, 2016.

In March 2015, the Company's shareholders authorized a share repurchase program for the repurchase of up to 1,100,000 of the Company's American Depositary Shares (ADSs), each representing one ordinary share, at a price range of \$10 to \$30 per ADS. Pursuant to the terms of the repurchase program during the year ended March 2016, the Company repurchased 1,100,000 ADSs in the open market for a total consideration of \$30,461 (including transaction cost of \$50). The shares underlying these purchased ADSs are recorded as treasury shares.

In March 2016, the Company's shareholders authorized a share repurchase program for the repurchase of up to 3.3 million of the Company's ADSs at a price range of \$10 to \$50 per ADS. Pursuant to the terms of the repurchase program, the Company's ADSs may be purchased in the open market from time to time for 36 months from the date of shareholders' approval i.e. March 16, 2016. The Company is not obligated under the repurchase program to repurchase a specific number of ADSs, and the repurchase program may be suspended at any time at the Company's discretion.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**19. Expenses by nature**

Expenses by nature consist of the following:

	Year ended March 31,		
	2016	2015	2014
Employee cost	\$299,578	\$271,189	\$250,883
Repair payments	31,170	30,877	31,099
Facilities cost	67,689	70,801	65,652
Depreciation	15,435	14,387	13,960
Legal and professional expenses	13,227	13,108	17,735
Travel expenses	17,972	15,806	16,804
Others	30,035	27,633	22,167
<b>Total cost of revenue, selling and marketing and general and administrative expenses</b>	<b><u>\$475,106</u></b>	<b><u>\$443,801</u></b>	<b><u>\$418,300</u></b>

**20. Finance expense**

Finance expense consists of the following:

	Year ended March 31,		
	2016	2015	2014
Interest expense	\$265	\$1,251	\$2,812
Interest on deferred purchase consideration	—	—	23
Debt issue cost	13	81	113
<b>Total</b>	<b><u>\$278</u></b>	<b><u>\$1,332</u></b>	<b><u>\$2,948</u></b>

**21. Other income, net**

Other income, net consists of the following:

	Year ended March 31,		
	2016	2015	2014
Income from interest and dividend on marketable securities	\$6,236	\$ 4,785	\$3,480
Net gain arising on financial assets designated as FVTPL	41	4,553	4,000
Others, net	2,217	2,574	2,045
<b>Total</b>	<b><u>\$8,494</u></b>	<b><u>\$11,912</u></b>	<b><u>\$9,525</u></b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**22. Share-based payments**

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, as amended and restated in February 2009 and September 2011 (collectively referred to as the "Plans"). Under the Plans, share-based options and RSUs may be granted to eligible participants. Options are generally granted for a term of ten years and share-based options and RSUs have a graded vesting period of up to three years. The Company settles employee share-based option exercises with newly issued ordinary shares. As at March 31, 2016, the Company had 504,687 ordinary shares available for future grants.

Share-based compensation expense during the years ended March 31, 2016, 2015 and 2014 are as follows:

	Year ended March 31,		
	2016	2015	2014
Share-based compensation expense recorded in	\$	\$	\$
Cost of revenue	1,923	856	1,316
Selling and marketing expenses	1,370	779	591
General and administrative expenses	14,626	7,864	5,028
<b>Total share-based compensation expense</b>	<b><u>\$17,919</u></b>	<b><u>\$9,499</u></b>	<b><u>\$6,935</u></b>

Upon exercise of share options and RSUs, the Company issued 455,642, 603,124 and 759,494 shares during the years ended March 31, 2016, 2015 and 2014, respectively.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**Share-based options**

Movements in the number of options outstanding under the 2006 Incentive Award Plan and their related weighted average exercise prices are as follow:

	Shares	Weighted average exercise price	Weighted average remaining contract term (in years)	Aggregate intrinsic value
Outstanding as at April 1, 2014	856,114	\$ 22.38	2.52	\$ 339
Exercised	(39,827)	13.76		
Lapsed	(1)	2.72		
Outstanding as at March 31, 2015	816,286	\$ 22.80	1.53	\$ 2,407
Exercised	(76,667)	10.50		
Lapsed	(1)	5.65		
Outstanding as at March 31, 2016	739,618	\$ 23.34	0.54	\$ 5,419
Options exercisable	739,618	\$ 23.34	0.54	\$ 5,419

The aggregate intrinsic value of options exercised during the year ended March 31, 2016, 2015 and 2014 was \$856, \$306 and \$584, respectively. The total grant date fair value of options vested during the year ended March 31, 2016, 2015 and 2014 was \$Nil for each year. Total cash received as a result of option exercised during the year ended March 31, 2016, 2015 and 2014 was \$1,302, \$535 and \$279, respectively.

The fair value of options granted is estimated on the date of grant using the Black-Scholes-Merton option-pricing model. No options were granted during the years ended March 31, 2016, 2015 and 2014.

The weighted average share price of options exercised during the year ended March 31, 2016, 2015 and 2014 was \$28.19, \$21.13 and \$19.09, respectively. The options outstanding at March 31, 2016 had an exercise price per option in the range of \$15.68 to \$35.3 (March 31, 2015: \$5.7 to \$35.3) and a weighted average remaining contractual term of 0.54 years (March 31, 2015: 1.53 years)

**Restricted Share Units**

The 2006 Incentive Award Plan also allows for grant of RSUs. Each RSU represents the right to receive one ordinary share and vests over a period of up to three years.

- (i) Movements in the number of RSUs dependent on non-market performance condition outstanding under the 2006 Incentive Award Plan and their related weighted average fair values are as follow:

	Shares	Weighted average fair value	Weighted average remaining contract term (in years)	Aggregate intrinsic value
Outstanding as at April 1, 2014	1,345,112	\$ 12.47	7.93	\$ 24,212
Granted	560,024	19.19		
Exercised	(516,171)	11.81		
Forfeited	(65,467)	16.44		
Lapsed	—	—		
Outstanding as at March 31, 2015	1,323,498	\$ 15.37	7.86	\$ 32,187
Granted	592,348	25.16		
Exercised	(360,900)	14.07		
Forfeited	(15,920)	21.41		
Lapsed	—	—		
Outstanding as at March 31, 2016	1,539,026	\$ 19.38	7.82	\$ 39,688
RSUs exercisable	450,385	\$ 13.72	6.13	\$ 13,800



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The fair value of RSUs is generally the market price of the Company's shares on the date of grant. As at March 31, 2016, there was \$6,406 of unrecognized compensation cost related to unvested RSUs. This amount is expected to be recognized over a weighted average period of 2.8 years. To the extent the actual forfeiture rate is different than what the Company has anticipated, share-based compensation related to these RSUs will be different from the Company's expectations.

The weighted average grant date fair value of RSUs granted during the year ended March 31, 2016, 2015 and 2014 was \$25.16, \$19.19, and \$14.87 per ADS, respectively. The aggregate intrinsic value of RSUs exercised during the year ended March 31, 2016, 2015 and 2014 was \$10,294, \$9,529 and \$13,139, respectively. The total grant date fair value of RSUs vested during the year ended March 31, 2016, 2015 and 2014 was \$1,264, \$5,878 and \$4,909, respectively.

The weighted average share price of RSU exercised during the year ended March 31, 2016, 2015 and 2014 was \$28.52, \$18.46 and \$19.43, respectively.

(ii) The 2006 Incentive Award Plan also allows for grant of RSUs based on the market price of the Company's shares achieving a specified target over a period of time. The fair value of market-based share awards is determined using Monte-Carlo simulation.

Movements in the number of RSUs dependent on market performance condition outstanding under the 2006 Incentive award Plan and their related weighted average fair values are as follows:

	<u>Shares</u>	<u>Weighted average fair value</u>	<u>Weighted average remaining contract term (in years)</u>	<u>Aggregate intrinsic value</u>
Outstanding as at April 1, 2014	—	\$ —	—	\$ —
Granted	70,551	2.82		
Exercised	—	—		
Forfeited	—	—		
Lapsed	—	—		
Outstanding as at March 31, 2015	70,551	\$ 2.82	9.09	\$ 1,716
Granted	59,039	6.37		
Exercised	—	—		
Forfeited	—	—		
Lapsed	—	—		
Outstanding as at March 31, 2016	129,590	\$ 4.44	8.53	\$ 3,971
RSUs exercisable	—	\$ —	—	\$ —

As at March 31, 2016, there was \$ 330 of unrecognized compensation cost related to unvested market based RSUs. This amount is expected to be recognized over a weighted average period of 1.8 years. The weighted average grant date fair value of the RSUs granted during the years ended March 31, 2016 and 2015 was \$6.37 and \$2.82 per ADS, respectively.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**Performance share units**

The 2006 Incentive Award Plan also allows for grant of performance share units (“PSUs”). Each PSU represents the right to receive one ordinary share-based on the Company’s performance against specified non-market performance condition and vests over a period of three years.

Movements in the number of PSUs outstanding under the 2006 Incentive Award Plan and their related weighted average fair values are as follow:

	<u>Shares</u>	<u>Weighted average fair value</u>	<u>Weighted average remaining contract term (in years)</u>	<u>Aggregate intrinsic value</u>
Outstanding as at April 1, 2014	477,913	\$ 11.70	7.98	\$ 8,602
Granted	327,409	19.02		
Exercised	(47,126)	9.69		
Forfeited	(198,626)	11.22		
Outstanding as at March 31, 2015	559,570	\$ 14.98	8.16	\$ 13,609
Granted	466,417	20.12		
Exercised	(18,077)	9.54		
Forfeited	(56,322)	10.53		
Outstanding as at March 31, 2016	951,588	\$ 17.83	7.77	\$ 22,726
PSUs exercisable	14,133	\$ 9.22	4.61	\$ 433

The fair value of PSUs is generally the market price of the Company’s shares on the date of grant, and assumes that performance targets will be achieved. As at March 31, 2016, there was \$6,079 of unrecognized compensation cost related to unvested PSUs, net of forfeitures. This amount is expected to be recognized over a weighted average period of 2.3 years. Over the performance period, the number of shares that will be issued will be adjusted upward or downward based upon the probability of achievement of the performance targets. The ultimate number of shares issued and the related compensation cost recognized as expense will be based on a comparison of the final performance metrics to the specified targets.

The weighted average grant date fair value of PSUs granted during the years ended March 31, 2016, 2015 and 2014 was \$20.12, \$19.02, and \$14.53 per ADS, respectively. The aggregate intrinsic value of PSUs exercised during the year ended March 31, 2016, 2015 and 2014 was \$532, \$1,000 and \$ 789, respectively. The total grant date fair value of PSUs vested during the year ended March 31, 2016, 2015 and 2014 was \$Nil, \$388 and \$712, respectively.

The weighted average share price of PSU exercised during the year ended March 31, 2016, 2015 and 2014 was \$29.45, \$21.23 and \$20.60, respectively.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**23. Income taxes**

The domestic and foreign source component of profit / (loss) before income taxes is as follows:

	Year ended March 31,		
	2016	2015	2014
Domestic	\$ (4,121)	\$ (3,351)	\$ (3,501)
Foreign	85,181	84,382	59,437
<b>Profit before income taxes</b>	<b><u>\$81,060</u></b>	<b><u>\$81,031</u></b>	<b><u>\$55,936</u></b>

The Company's provision for income taxes consists of the following:

	Year ended March 31,		
	2016	2015	2014
<b>Current taxes</b>			
Domestic taxes	\$ —	\$ —	\$ —
Foreign taxes	19,615	16,914	11,828
	<u>19,615</u>	<u>16,914</u>	<u>11,828</u>
<b>Deferred taxes</b>			
Domestic taxes	—	—	—
Foreign taxes	1,565	5,503	2,461
	<u>1,565</u>	<u>5,503</u>	<u>2,461</u>
<b>Provision for income taxes</b>	<b><u>\$21,180</u></b>	<b><u>\$22,417</u></b>	<b><u>\$14,289</u></b>

Domestic taxes are nil as there are no statutory taxes applicable in Jersey, Channel Islands. Foreign taxes are based on applicable tax rates in each subsidiary's jurisdiction.

The Company has a delivery center located in Gurgaon, India registered under the Special Economic Zone ("SEZ") scheme, which is eligible for 50% income tax exemption from fiscal 2013 to fiscal 2022. The Company in fiscal 2012 started operations in delivery centers in Pune, Mumbai and Chennai, India registered under the SEZ scheme that are eligible for 100% income tax exemption until fiscal 2016 and 50% income tax exemption from fiscal 2017 to fiscal 2026. During fiscal 2015, the Company started its operations in new delivery centers in Gurgaon and Pune, India registered under the SEZ scheme that are eligible for 100% income tax exemption until fiscal 2019, and 50% income tax exemption from fiscal 2020 to fiscal 2029. The Government of India pursuant to the Indian Finance Act, 2011 has also levied minimum alternate tax ("MAT") on the book profits earned by the SEZ units at the prevailing rate which is currently 21.34%. The Company's operations in Costa Rica are eligible for a 100% income tax exemption until fiscal 2017 and 50% income tax exemption from fiscal 2018 to fiscal 2021. The Company's operations in Philippines located in Eastwood Avenue, Manila were eligible for tax exemptions until fiscal 2016. During fiscal 2013, the Company started operations in a new delivery center in Philippines located in Techno Plaza II, Manila which is eligible for tax exemption until fiscal 2017. During fiscal 2016, the Company started operations in a delivery center in the Philippines located in Ilo Ilo, Manila which is eligible for tax exemption until fiscal 2020. The Government of Sri Lanka has exempted profits earned from export revenue from tax, which enables the Company's Sri Lankan subsidiary to continue to claim a tax exemption.

If the income tax exemption was not available, the additional income tax expense at the respective statutory rates in India, Sri Lanka and Philippines would have been approximately \$5,072, \$3,011 and \$1,671 for the years ended March 31, 2016, 2015 and 2014, respectively. Such additional tax would have decreased the basic and diluted earnings per share for the year ended March 31, 2016 by \$0.10 and \$0.09, respectively (\$0.06 and \$0.06, respectively for the year ended March 31, 2015 and \$0.03 and \$0.03, respectively, for the year ended March 31, 2014).

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Income taxes recognized directly in equity are as follows:

	Year ended March 31,		
	2016	2015	2014
<b>Current taxes:</b>			
Excess tax deductions related to share-based payments	(229)	(99)	(104)
	<u>\$ (229)</u>	<u>\$ (99)</u>	<u>\$ (104)</u>
<b>Deferred taxes:</b>			
Excess tax deductions related to share-based payments	(688)	(169)	(105)
	<u>\$ (688)</u>	<u>\$ (169)</u>	<u>\$ (105)</u>
<b>Total income tax recognized directly in equity</b>	<u><u>\$ (917)</u></u>	<u><u>\$ (268)</u></u>	<u><u>\$ (209)</u></u>

Income taxes recognized in other comprehensive income are as follows:

	Year ended March 31,		
	2016	2015	2014
<b>Current taxes</b>	—	—	—
<b>Deferred taxes:</b>			
Unrealized gain/(loss) on cash flow hedging derivatives	(4,259)	8,242	(2,052)
<b>Total income tax recognized directly in other comprehensive income</b>	<u><u>\$ (4,259)</u></u>	<u><u>\$ 8,242</u></u>	<u><u>\$ (2,052)</u></u>

The reconciliation of estimated income tax to provision for income taxes:

	Year ended March 31,		
	2016	2015	2014
Profit before income taxes	\$81,060	\$81,031	\$55,936
Income tax expense at tax rates applicable to individual entities	28,067	26,749	20,365
<b>Effect of:</b>			
Items not deductible for tax	771	228	80
Exempt income	(6,845)	(5,228)	(3,509)
(Gain)/Loss in respect of which deferred tax (liability)/asset not recognized due to uncertainty and ineligibility to carry forward	259	318	(47)
Unrecognized losses utilized	(294)	—	—
Temporary difference that will reverse during tax holiday period	30	1,175	(2,154)
Change in tax rate and law	(152)	268	169
Provision for uncertain tax position	2	(345)	(163)
State taxes	12	17	27
Others, net	(670)	(765)	(479)
<b>Provision for income taxes</b>	<u><u>\$21,180</u></u>	<u><u>\$22,417</u></u>	<u><u>\$14,289</u></u>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Deferred taxes for the year ended March 31, 2016 arising from temporary differences and unused tax losses can be summarized below:

	Opening Balance	Additions due to acquisition during the year	Recognized in statement of income	Recognized in equity	Recognized in/ Reclassified from Other comprehensive income	Foreign currency translation	Closing balance
<b>Deferred tax assets:</b>							
Property and equipment	\$ 6,538	\$ —	\$ (724)	\$ —	\$ —	\$ (302)	\$ 5,512
Net operating loss carry forward	4,304	—	(448)	—	—	(172)	3,684
Accruals deductible on actual payment	4,201	—	1,443	—	—	(292)	5,352
Share-based compensation	6,110	—	4,480	688	—	(270)	11,008
Minimum alternate tax	8,327	—	(7,941)	—	—	(318)	68
Others	1,444	—	(1,179)	—	—	97	362
<b>Total deferred tax assets</b>	<b>\$30,924</b>	<b>\$ —</b>	<b>\$ (4,369)</b>	<b>\$ 688</b>	<b>\$ —</b>	<b>\$ (1,257)</b>	<b>\$25,986</b>
<b>Deferred tax liabilities:</b>							
Intangibles	2,045	837	(3,477)	—	—	(118)	(713)
Unrealized gain/(loss) on cash flow hedging and investments	9,821	—	(436)	—	(4,259)	(269)	4,857
Others	—	—	1,108	—	—	—	1,108
<b>Total deferred tax liabilities</b>	<b>\$11,866</b>	<b>\$ 837</b>	<b>\$ (2,804)</b>	<b>\$ —</b>	<b>\$ (4,259)</b>	<b>\$ (387)</b>	<b>\$ 5,253</b>
<b>Net deferred tax assets/(liabilities)</b>	<b>\$19,058</b>	<b>\$ (837)</b>	<b>\$ (1,565)</b>	<b>\$ 688</b>	<b>\$ 4,259</b>	<b>\$ (870)</b>	<b>\$20,733</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Deferred taxes for the year ended March 31, 2015 arising from temporary differences and unused tax losses can be summarized below:

	Opening Balance	Additions due to acquisition during the year	Recognized in statement of income	Recognized in equity	Recognized in/ Reclassified from Other comprehensive income	Foreign currency translation	Closing balance
<b>Deferred tax assets:</b>							
Property and equipment	\$ 8,280	\$ —	\$ (1,386)	\$ —	\$ —	\$ (356)	\$ 6,538
Net operating loss carry forward	4,363	—	246	—	—	(305)	4,304
Accruals deductible on actual payment	3,720	—	639	—	—	(158)	4,201
Share-based compensation	5,356	—	803	169	—	(218)	6,110
Minimum alternate tax	15,289	—	(6,405)	—	—	(557)	8,327
Others	1,710	—	(160)	—	—	(106)	1,444
<b>Total deferred tax assets</b>	<b>\$38,718</b>	<b>\$ —</b>	<b>\$ (6,263)</b>	<b>\$ 169</b>	<b>\$ —</b>	<b>\$ (1,700)</b>	<b>\$30,924</b>
<b>Deferred tax liabilities:</b>							
Intangibles	4,886	—	(2,751)	—	—	(90)	2,045
Unrealized gain/(loss) on cash flow hedging and investments	(285)	—	1,991	—	8,242	(127)	9,821
<b>Total deferred tax liabilities</b>	<b>\$ 4,601</b>	<b>\$ —</b>	<b>\$ (760)</b>	<b>\$ —</b>	<b>\$ 8,242</b>	<b>\$ (217)</b>	<b>\$ 11,866</b>
<b>Net deferred tax assets/(liabilities)</b>	<b>\$34,117</b>	<b>\$ —</b>	<b>\$ (5,503)</b>	<b>\$ 169</b>	<b>\$ (8,242)</b>	<b>\$ (1,483)</b>	<b>\$19,058</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Deferred taxes for the year ended March 31, 2014 arising from temporary differences and unused tax losses can be summarized below:

	Opening balance	Additions due to acquisition during the year	Recognized in statement of income	Recognized in equity	Recognized in/ Reclassified from Other comprehensive income	Foreign currency translation	Closing balance
<b>Deferred tax assets:</b>							
Property and equipment	\$ 9,927	\$ —	\$ (821)	\$ —	\$ —	\$ (826)	\$ 8,280
Net operating loss carry forward	4,165	—	695	—	—	(497)	4,363
Accruals deductible on actual payment	3,298	—	764	—	—	(342)	3,720
Share-based compensation	4,200	—	1,303	105	—	(252)	5,356
Minimum alternate tax	23,306	—	(5,668)	—	—	(2,349)	15,289
Others	1,397	—	261	—	—	52	1,710
<b>Total deferred tax assets</b>	<b>\$46,293</b>	<b>\$ —</b>	<b>\$ (3,466)</b>	<b>\$ 105</b>	<b>\$ —</b>	<b>\$ (4,214)</b>	<b>\$38,718</b>
<b>Deferred tax liabilities:</b>							
Intangibles	7,008	—	(1,798)	—	—	(324)	4,886
Unrealized gain/(loss) on cash flow hedging	1,249	—	793	—	(2,052)	(275)	(285)
<b>Total deferred tax liabilities</b>	<b>\$ 8,257</b>	<b>\$ —</b>	<b>\$ (1,005)</b>	<b>\$ —</b>	<b>\$ (2,052)</b>	<b>\$ (599)</b>	<b>\$ 4,601</b>
<b>Net deferred tax assets/(liabilities)</b>	<b>\$38,036</b>	<b>\$ —</b>	<b>\$ (2,461)</b>	<b>\$ 105</b>	<b>\$ 2,052</b>	<b>\$ (3,615)</b>	<b>\$34,117</b>

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

Deferred tax presented in the statement of financial position is as follows:

	As at	
	March 31, 2016	March 31, 2015
Deferred tax assets	22,522	21,331
Deferred tax liabilities	(1,789)	(2,273)
<b>Net deferred tax assets</b>	<b>\$ 20,733</b>	<b>\$ 19,058</b>

There are unused tax losses amounting to \$25,179 as at March 31, 2016 for which no deferred tax asset has been recognized as these losses relate to certain tax jurisdictions where the group entities have had past losses and there is no conclusive evidence to support the view that sufficient taxable profit will be generated by such group entities in the future to offset such losses. The expiry dates of the tax benefit for these losses depend on the local tax laws of each jurisdiction and, if not utilized, would expire on various dates starting from financial year 2017 to 2023.

Deferred income tax liabilities on earnings of Company's subsidiaries have not been provided as such earnings are deemed to be permanently reinvested in the business and the Company is able to control the timing of the reversals of temporary differences associated with these investments. Accordingly, temporary difference on which deferred tax liability has not been recognized amounts to \$301,043, \$233,214 and \$158,352 as at March 31, 2016, 2015 and 2014, respectively.



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

From time to time, the Company receives orders of assessment from the Indian tax authorities assessing additional taxable income on the Company and/or its subsidiaries in connection with their review of their tax returns. The Company currently has orders of assessment outstanding for various years through fiscal 2012, which assess additional taxable income that could in the aggregate give rise to an estimated \$42,233 in additional taxes, including interest of \$15,541. These orders of assessment allege that the transfer prices the Company applied to certain of the international transactions between WNS Global and its other wholly-owned subsidiaries were not on arm's length terms, disallow a tax holiday benefit claimed by the Company, deny the set off of brought forward business losses and unabsorbed depreciation and disallow certain expenses claimed as tax deductible by WNS Global. The Company has appealed against these orders of assessment before higher appellate authorities.

In addition, the Company has orders of assessment pertaining to similar issues that have been decided in favor of the Company by first level appellate authorities, vacating the tax demands of \$42,951 in additional taxes, including interest of \$13,272. The income tax authorities have filed appeals against these orders at higher appellate authorities.

Uncertain tax positions are reflected at the amount likely to be paid to the taxation authorities. A liability is recognized in connection with each item that is not probable of being sustained on examination by taxing authority. The liability is measured using single best estimate of the most likely outcome for each position taken in the tax return. Thus the provision would be the aggregate liability in connection with all uncertain tax positions. As of March 31, 2016, the Company has provided a tax reserve of \$13,689 primarily on account of the Indian tax authorities' denying the set off of brought forward business losses and unabsorbed depreciation.

As at March 31, 2016, corporate tax returns for years ended March 31, 2013 and onward remain subject to examination by tax authorities in India.

Based on the facts of these cases, the nature of the tax authorities' disallowances and the orders from first level appellate authorities deciding similar issues in favor of the Company in respect of assessment orders for earlier fiscal years and after consultation with the Company's external tax advisors, the Company believe these orders are unlikely to be sustained at the higher appellate authorities. The Company has deposited \$11,776 of the disputed amounts with the tax authorities and may be required to deposit the remaining portion of the disputed amounts with the tax authorities pending final resolution of the respective matters.

**Others**

On March 21, 2009, the Company received an assessment order from the Indian service tax authority, demanding payment of \$5,254 of service tax and related penalty for the period from March 1, 2003 to January 31, 2005. The assessment order alleges that service tax is payable in India on BPM services provided by the Company to clients based abroad as the export proceeds are repatriated outside India by the Company. In response to the appeal filed by the Company with appellate tribunal against the assessment order in April 2009, the appellate tribunal has remanded the matter back to lower tax authorities to be adjudicated afresh. After consultation with Indian tax advisors, the Company believes this order of assessment is more likely than not to be upheld in favor of the Company. The Company intends to continue to vigorously dispute the assessment.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**24. Earnings per share**

The following table sets forth the computation of basic and diluted earnings per share:

	Year ended March 31,		
	2016	2015	2014
<b>Numerator:</b>			
Profit	\$ 59,880	\$ 58,614	\$ 41,647
<b>Denominator:</b>			
Basic weighted average ordinary shares outstanding	51,372,117	51,633,516	50,958,864
Dilutive impact of equivalent stock options and RSUs	22,67,553	1,795,465	1,730,293
Diluted weighted average ordinary shares outstanding	53,639,670	53,428,981	52,689,157

The computation of earnings per ordinary share ("EPS") was determined by dividing profit by the weighted average ordinary shares outstanding during the respective periods.

The Company excludes options with exercise prices that are greater than the average market price from the calculation of diluted EPS because their effect would be anti-dilutive. In the years ended March 31, 2016, 2015 and 2014, the Company excluded from the calculation of diluted EPS options to purchase 46,033, 314,454 and 314,454 shares, respectively.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**25. Related party**

The following is a list of the Company's subsidiaries as at March 31, 2016:

<u>Direct subsidiaries</u>	<u>Step subsidiaries</u>	<u>Place of incorporation</u>
WNS Global Services Netherlands Cooperative U.A.		The Netherlands
	WNS Global Services Philippines Inc.	Philippines
	WNS Global Services (Romania) S.R.L.	Romania
WNS North America Inc.		Delaware, USA
	WNS Business Consulting Services Private Limited	India
	WNS Global Services Inc.	Delaware, USA
	WNS BPO Services Costa Rica, S.R.L	Costa Rica
WNS Global Services (UK) Limited (3)		United Kingdom
	WNS Workflow Technologies Limited	United Kingdom
	Accidents Happen Assistance Limited	United Kingdom
	WNS Global Services SA (Pty) Ltd.	South Africa
	WNS Legal Assistance LLP (1)	United Kingdom
WNS (Mauritius) Limited		Mauritius
	WNS Capital Investment Limited	Mauritius
	WNS Customer Solutions (Singapore) Private Limited	Singapore
	WNS Global Services (Australia) Pty Ltd	Australia
	Business Applications Associates Beijing Limited	China
	WNS Global Services Private Limited (2)	India
	WNS Global Services (Private) Limited (4)	Sri Lanka
	WNS Global Services (Dalian) Co. Ltd.	China

**Notes:**

- (1) All the above subsidiaries are wholly owned except WNS Legal Assistance LLP, a limited liability partnership, organized under the laws of England and Wales in November 2014. WNS Legal Assistance LLP provides legal services in relation to personal injury claims within the Auto Claims BPM (as defined in Note 26) segment in the UK. WNS Legal Assistance LLP is 80% owned by WNS Global Services (UK) Limited and 20% owned by Prettys Solicitors, UK.
- (2) WNS Global Services Private Limited is being held jointly by WNS (Mauritius) Limited and WNS Customer Solutions (Singapore) Private Limited. The percentage of holding for WNS (Mauritius) Limited is 80% and for WNS Customer Solutions (Singapore) Limited is 20%.
- (3) WNS Global Services (UK) Limited is being jointly held by WNS Holdings Limited and WNS Global Services Private Limited. The percentage of holding for WNS Holdings Limited is 90.2% and for WNS Global Services Private Limited is 9.8%.
- (4) WNS Customer Solutions (Private) Limited has been amalgamated with WNS Global Services (Private) Limited with effect from December 31, 2015.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

<u>Name of the related party</u>	<u>Relationship</u>
Datacap Software Private Limited (“Datacap”) (till December 31, 2013)	A company of which a member of key management is a principal shareholder
Acumentor Inc. (w.e.f April 1, 2014)	An entity of which a member of key management is the sole proprietor
Surface Architectural Supply Inc. (w.e.f September 1, 2014)	A company in which a member of key management has a controlling stake
J F Fitness of North America (w.e.f September 1, 2014)	A company in which a member of key management has a controlling stake
Sheron LLC (w.e.f April 1, 2014)	A company which a close relative of the member of key management owns and controls
 <u>Key management personnel</u>	
Adrian T. Dillon (Appointed on September 21, 2012)	Chairman (Appointed as Chairman effective January 1, 2014, was Non-Executive Vice Chairman till December 31, 2013)
Keshav R. Murugesh (Appointed on February 10, 2010)	Director and Group Chief Executive Officer
Jeremy Young (Ceased to be director from September 29, 2015)	Director
Renu S. Karnad (Appointed on September 21, 2012)	Director
Eric B. Herr (Ceased to be director from April 30, 2014)	Director (Ceased to be Chairman from January 1, 2014)
Richard O. Bernays (Ceased to be director from December 31, 2013)	Director
Anthony A. Greener (Appointed on June 15, 2007)	Director
Albert Aboody (Appointed on June 28, 2010)	Director
Deepak Sogani (Resigned on August 27, 2013)	Group Chief Financial Officer
Johnson J. Selvadurai (Ceased to be an executive officer from January 1, 2014)	Managing Director — Europe
Michael Garber (Ceased to be an executive officer from January 1, 2014)	Chief Sales and Marketing Officer
Swaminathan Rajamani (Appointed on November 29, 2010)	Chief People Officer
Ronald Gillette (Appointed as executive officer on January 1, 2014)	Chief Operating Officer
Sanjay Puria (Appointed as Group Chief Financial Officer effective August 28, 2013)	Group Chief Financial Officer
Gareth Williams (Appointed on January 1, 2014)	Director
Michael Menezes (Appointed on January 1, 2014)	Director
John Freeland (Appointed on September 1, 2014)	Director
Francoise Gri (Appointed on May 6, 2015)	Director

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

<u>Nature of transaction with related parties</u>	<u>Year ended March 31,</u>		
	<u>2016</u>	<u>2015</u>	<u>2014</u>
<b>Cost of Revenue</b>			
Datacap	—	—	21
<b>Key management personnel*</b>			
Remuneration and short-term benefits	4,671	3,763	3,890
Defined contribution plan	84	82	108
Other benefits	14	14	30
Share-based compensation	8,674	5,759	3,259

\* Defined benefit plan is not disclosed as these are determined for the Company as a whole.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**26. Operating segments**

The Company has several operating segments based on a mix of industry and the types of services. The composition and organization of these operating segments currently is designed in such a way that the back office shared processes, i.e. the horizontal structure, delivers service to industry specific back office and front office processes i.e. the vertical structure. These structures represent a matrix form of organization structure, accordingly operating segments have been determined based on the core principle of segment reporting in accordance with IFRS 8 “Operating segments” (“IFRS 8”). These operating segments include travel, insurance, banking and financial services, healthcare, utilities, retail and consumer products groups, auto claims and others. The Company believes that the business process outsourcing services that it provides to customers in industries other than auto claims such as travel, insurance, banking and financial services, healthcare, utilities, retail and consumer products groups and others that are similar in terms of services, service delivery methods, use of technology, and long-term gross profit and hence meet the aggregation criteria in accordance with IFRS 8. WNS Assistance and Accidents Happen Assistance Limited (which provide automobile repair through a network of third party repair centers), and WNS Legal Assistance LLP (which provides legal services in relation to personal injury claims), which constitute WNS Auto Claims BPM, do not meet the aggregation criteria. Accordingly, the Company has determined that it has two reportable segments “WNS Global BPM” and “WNS Auto Claims BPM”.

The Group Chief Executive Officer has been identified as the Chief Operating Decision Maker (“CODM”). The CODM evaluates the Company’s performance and allocates resources based on revenue growth of vertical structure.

In order to provide accident management services, the Company arranges for the repair through a network of repair centers. Repair costs paid to automobile repair centers are invoiced to customers and recognized as revenue except in cases where the Company has concluded that it is not the principal in providing claims handling services and hence it would be appropriate to record revenue from repair services on a net basis i.e. net of repair cost. The Company uses revenue less repair payments (non-GAAP) for “Fault” repairs as a primary measure to allocate resources and measure segment performance. Revenue less repair payments is a non-GAAP measure which is calculated as (a) revenue less (b) in the Company’s auto claims business, payments to repair centers for “Fault” repair cases where the Company acts as the principal in its dealings with the third party repair centers and its clients. For “Non-fault repairs”, revenue including repair payments is used as a primary measure. As the Company provides a consolidated suite of accident management services including credit hire and credit repair for its “Non-fault” repairs business, the Company believes that measurement of that line of business has to be on a basis that includes repair payments in revenue.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The segment results for the year ended March 31, 2016 are as follows:

	Year ended March 31, 2016			Total
	WNS Global BPM	WNS Auto Claims BPM	Inter segments*	
<b>Revenue from external customers</b>	\$ 508,864	\$ 53,315	\$ —	\$562,179
Segment revenue	\$ 509,268	\$ 53,315	\$ (404)	\$562,179
Payments to repair centers	—	31,170	—	31,170
<b>Revenue less repair payments (non-GAAP)</b>	509,268	22,145	(404)	531,009
Depreciation	15,090	345	—	15,435
Other costs	377,051	22,966	(404)	399,613
<b>Segment operating profit/(loss)</b>	117,127	(1,166)	—	115,961
Other income, net	(7,461)	(1,033)	—	(8,494)
Finance expense	278	—	—	278
<b>Segment profit/(loss) before income taxes</b>	124,310	(133)	—	124,177
Provision for income taxes	20,905	275	—	21,180
<b>Segment profit/(loss)</b>	103,405	(408)	—	102,997
Amortization of intangible assets				25,198
Share-based compensation expense				17,919
<b>Profit/(loss)</b>				<u>\$ 59,880</u>
Addition to non-current assets	\$ 30,757	\$ 1,101	\$ —	\$ 31,858
Total assets, net of elimination	373,195	152,256	—	525,451
Total liabilities, net of elimination	\$ 36,660	\$ 80,602	\$ —	\$117,262

\* Transactions between inter segments represent invoices raised by WNS Global BPM on WNS Auto Claims BPM for business process outsourcing services rendered by the former to latter.

One customer in the WNS Global BPM segment accounted for 10.9% of the Company's total revenue for the year ended March 31, 2016. The receivables from this customer comprised 10.0% of the Company's total accounts receivables as at March 31, 2016.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The segment results for the year ended March 31, 2015 are as follows:

	Year ended March 31, 2015			Total
	WNS Global BPM	WNS Auto Claims BPM	Inter segments*	
<b>Revenue from external customers</b>	\$ 472,840	\$ 61,053	\$ —	\$533,893
Segment revenue	\$ 473,056	\$ 61,053	\$ (216)	\$533,893
Payments to repair centers	—	30,878	—	30,878
<b>Revenue less repair payments (non-GAAP)</b>	473,056	30,175	(216)	503,015
Depreciation	14,027	360	—	14,387
Other costs	360,299	24,403	(216)	384,486
<b>Segment operating profit</b>	98,730	5,412	—	104,142
Other income, net	(11,140)	(772)	—	(11,912)
Finance expense	1,332	—	—	1,332
<b>Segment profit before income taxes</b>	108,538	6,184	—	114,722
Provision for income taxes	21,246	1,171	—	22,417
<b>Segment profit</b>	87,292	5,013	—	92,305
Amortization of intangible assets				24,192
Share-based compensation expense				9,499
<b>Profit</b>				<b>\$ 58,614</b>
Addition to non-current assets	\$ 20,923	\$ 1,785	\$ —	\$ 22,708
Total assets, net of elimination	393,152	137,149	—	530,301
Total liabilities, net of elimination	\$ 78,539	\$ 62,656	\$ —	\$141,195

\* Transactions between inter segments represent invoices raised by WNS Global BPM on WNS Auto Claims BPM for business process outsourcing services rendered by the former to latter.

One customer in the WNS Global BPM segment accounted for 13.4% of the Company's total revenue for the year ended March 31, 2015. The receivables from this customer comprised 9.8% of the Company's total accounts receivables as at March 31, 2015.



**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

The segment results for the year ended March 31, 2014 are as follows:

	Year ended March 31, 2014			Total
	WNS Global BPM	WNS Auto Claims BPM	Inter segments*	
Revenue from external customers	\$ 439,654	\$ 62,967	\$ —	\$502,621
Segment revenue	\$ 439,916	\$ 62,967	\$ (262)	\$502,621
Payments to repair centers	—	31,100	—	31,100
<b>Revenue less repair payments (non-GAAP)</b>	439,916	31,867	(262)	471,521
Depreciation	13,366	594	—	13,960
Other costs	353,892	23,848	(262)	377,478
<b>Segment operating profit</b>	72,658	7,425	—	80,083
Other income, net	(8,600)	(925)	—	(9,525)
Finance expense	2,948	—	—	2,948
<b>Segment profit before income taxes</b>	78,310	8,350	—	86,660
Provision for income taxes	12,293	1,996	—	14,289
<b>Segment profit</b>	66,017	6,354	—	72,371
Amortization of intangible assets				23,789
Share-based compensation expense				6,935
<b>Profit</b>				<b>\$ 41,647</b>
Addition to non-current assets	\$ 17,321	\$ 1,487	\$ —	\$ 18,808
Total assets, net of elimination	408,972	129,453	—	538,425
Total liabilities, net of elimination	\$ 162,896	\$ 50,559	\$ —	\$213,455

\* Transactions between inter segments represent invoices raised by WNS Global BPM on WNS Auto Claims BPM for business process outsourcing services rendered by the former to latter.

One customer in the WNS Global BPM segment accounted for 15.2% of the Company's total revenue for the year ended March 31, 2014. The receivables from this customer comprised 10.4% of the Company's total accounts receivables as at March 31, 2014.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Amounts in thousands, except share and per share data)

**External Revenue**

Revenues from the geographic segments based on domicile of the customer. The Company's external revenue by geographic area is as follows:

	Year ended		
	March 31, 2016	March 31, 2015	March 31, 2014
Jersey, Channel Islands	\$ —	\$ —	\$ —
UK	264,889	281,928	265,026
US	155,345	138,501	137,369
Europe (excluding UK)	34,732	28,758	26,989
South Africa	30,086	17,405	20,502
Australia	40,308	34,193	18,510
Rest of the world	36,819	33,108	34,225
<b>Total</b>	<b><u>\$562,179</u></b>	<b><u>\$533,893</u></b>	<b><u>\$502,621</u></b>

The Company's non-current assets (excluding goodwill and intangibles) by geographic area are as follows:

	As at March 31,	
	2016	2015
Jersey, Channel Islands	\$ —	\$ —
UK	2,114	4,133
North America	2,923	3,266
India	25,744	28,066
South Africa	8,705	2,830
Philippines	6,781	4,420
Rest of the world	4,150	5,515
<b>Total</b>	<b><u>\$50,417</u></b>	<b><u>\$48,230</u></b>

**27. Commitment and Contingencies****Leases**

The Company has entered into various non-cancelable operating lease agreements for certain delivery centers and offices with original lease periods expiring between fiscal 2017 and 2028. The details of future minimum lease payments under non-cancelable operating leases as at March 31, 2016 are as follows:

	<u>Operating lease</u>
Less than 1 year	\$ 20,237
1-3 years	37,423
3-5 years	27,511
More than 5 years	27,853
<b>Total minimum lease payments</b>	<b><u>\$ 113,024</u></b>

Rental expenses were \$24,313, \$23,794 and \$22,994 for the years ended March 31, 2016, 2015, and 2014, respectively.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**Capital commitments**

As at March 31, 2016 and 2015, the Company had committed to spend approximately \$4,389 and \$3,107, respectively, under agreements to purchase property and equipment. These amounts are net of capital advances paid in respect of these purchases.

***Bank guarantees and others***

Certain subsidiaries of the Company hold bank guarantees aggregating \$868 and \$895 as at March 31, 2016 and 2015, respectively. These guarantees have a remaining expiry term ranging from one to five years.

Restricted time deposits placed with bankers as security for guarantees given by them to regulatory authorities aggregating \$400 and \$510 as at March 31, 2016 and 2015, respectively, are included in other current assets. These deposits represent cash collateral against bank guarantees issued by the banks on behalf of the Company to third parties.

**Contingencies**

In the ordinary course of business, the Company is involved in lawsuits, claims and administrative proceedings. While uncertainties are inherent in the final outcome of these matters, the Company believes, after consultation with counsel, that the disposition of these proceedings will not have a material adverse effect on the Company's financial position, results of operations or cash flows.

**WNS (HOLDINGS) LIMITED**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Amounts in thousands, except share and per share data)**

**28. Additional capital disclosures**

The key objective of the Company's capital management is to ensure that it maintains a stable capital structure with the focus on total equity to uphold investor, creditor, and customer confidence and to ensure future development of its business. The Company focuses on keeping a strong total equity base to ensure independence, security, as well as a high financial flexibility for potential future borrowings, if required, without impacting the risk profile of the Company.

The capital structure as at March 31, 2016 and 2015 was as follows:

	As at		
	March 31, 2016	March 31, 2015	% Change
Total equity attributable to the equity shareholders of the Company	\$408,189	\$389,106	5%
As percentage of total capital	100%	94%	
Short term line of credit	—	12,881	(100)%
Long term debt(1)	—	12,828	(100)%
Total debt	\$ —	\$ 25,709	(100)%
As percentage of total capital	0%	6%	
<b>Total capital (debt and equity)</b>	<b><u>\$408,189</u></b>	<b><u>\$414,815</u></b>	<b><u>(2)%</u></b>

**Note:**

The Company is fully equity-financed. This is also evident from the fact that debt represented 0% and 6% of total capital as at March 31, 2016 and 2015, respectively.

**29. Other matters****Value Edge Research Services Pvt. Ltd**

On March 11, 2016, the Company entered into a definitive agreement, subject to regulatory approval and other customary conditions, to acquire all outstanding equity shares of Value Edge Research Services Pvt. Ltd ("Value Edge"), a leading provider of commercial research and analytics services to clients in the Pharma / Biopharma industry for a purchase consideration of \$17,500 plus working capital adjustment, if any. The acquisition of Value Edge is expected to deepen the Company's domain and specialized analytical capabilities in the growing pharma market, and provide the Company with a technology asset which is leverageable across clients and industries.

The Company has incurred acquisition related costs of \$155 presented in "General and administrative expenses" in the consolidated statement of income.

**LEASE DEED**

THIS LEASE DEED is made at Chennai on this      day of      , 2016.

**BY AND BETWEEN**

**M/s DLF Assets Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 10<sup>th</sup> Floor, DLF Gateway Tower, 'R' Block, DLF City Phase-III, Gurgaon-122002 (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 its successors, administrators, transferees and assigns) acting through its authorized signatories, Mr Ernest David & Mr. R.P Punjani vide board resolution dated 2<sup>nd</sup> November, 2015 of the First Part.

**AND**

**M/s WNS Global Services Private Limited**, a company incorporated under the Companies Act, 1956, and presently having its registered office in India at Plant 10, Gate no 4, Godrej & Boyce Complex, Pirojshanagar LBS Marg, 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) having Permanent Account Number AAACW2598L and Tax Collection and Deduction Account Number MUMW01007G acting through its authorized signatory Mr. Ramesh Babu vide board resolution dated 12<sup>th</sup> February, 2015 of the Second Part.

(Both THE LESSOR and THE LESSEE are collectively referred to as "the Parties").

- A. WHEREAS DLF Info City Developers (Chennai) Limited, as owners of the said Plot described below, has been granted approval for and notified as Developers at SEZ situated at Chennai (SEZ unit) vide notification F-2/124/2006-SEZ dated 16<sup>th</sup> November, 2006 and approval letter No. F-2/124/2005- EPZ dated 22<sup>nd</sup> June, 2006.
- B. AND WHEREAS subsequently DLF Info City Developers (Chennai) Limited has executed Co-Development Agreement dated 29th November, 2006 for the purpose of development of the said SEZ unit with THE LESSOR as well as a perpetual lease of the said Plot in favour of THE LESSOR.
- C. AND WHEREAS the Govt. of India, Ministry of Commerce and Industry, Department of Commerce, SEZ Section vide their letter No. F 2 / 124 / 2005 - EPZ dated 14th February, 2007 has also approved THE LESSOR as a Co-Developer of the said SEZ unit.
- D. AND WHEREAS THE LESSOR is seized and possessed of the said Plot and the building constructed thereon, as per the Master Plan to be approved by the Chennai Metropolitan Development Authority (CMDA) and such other authorities as may be required and THE LESSOR being competent to lease office spaces in the said Building on the said Plot.
- E. AND WHEREAS THE LESSOR has constructed multi-storeyed buildings comprising of approx. 10 blocks with basements and named as 'DLF IT Park @ Chennai' (hereinafter referred to as the "said Complex") in accordance with the building plans as shall be approved by the CMDA or from such other authorities as may be needed to form the same as a Special Economic Zone under the rules framed by the Government of India from time to time for its approval. Block 10 is hereinafter referred to as the "said Building".
- F. AND WHEREAS based on the above representations made by THE LESSOR and after due inspection and verification of the said Plot, said Building, approved building plans, ownership record of the said Plot, said Building 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 LESSOR and THE LESSEE had entered into the lease deed dated 6<sup>th</sup> Dec, 2010 ("Earlier Lease") for a period of 5 years commencing from 1<sup>st</sup> April, 2011 in respect of the Demised Premises (as defined hereinafter).
- H. AND WHEREAS Earlier Lease shall expire on 31<sup>st</sup> March, 2016 and THE LESSEE has approached THE LESSOR to renew the Earlier Lease and THE LESSOR has agreed to renew the Earlier Lease w.e.f. 1<sup>st</sup> April, 2016 as per detailed terms stipulated in this lease Deed and annexures I to XII annexed hereto.

I. AND WHEREAS as and when THE LESSOR permits THE LESSEE to carry out the additional interior works in the Demised Premises, THE LESSEE hereby confirms that it shall carry out, implement and execute all additional interior works/designs of the Demised Premises in compliance/adherence with the approval/ guidelines issued by THE LESSOR from time to time for carrying out such additional interior works in the Demised Premises and in accordance with the local laws/ bye laws and NBC, as applicable, and a certificate from a reputed consultant to that effect shall be provided to THE LESSOR before starting the additional interior works. THE LESSEE further confirms that it has obtained all pre-requisite sanctions, approvals, licenses, from all the Statutory/Competent Authorities, which may be necessary for carrying on its business operations in the Demised Premises. Upon assurances of THE LESSEE that it shall strictly abide by the covenants contained in this Lease Deed, THE LESSOR has agreed to renew the Earlier Lease of the Demised Premises on the terms and conditions recorded herein.

After the completion of the additional interior works, THE LESSEE shall provide to THE LESSOR and the building manager along with a certificate that the additional interior works have been carried out by THE LESSEE as per the drawings approved by THE LESSOR and in accordance with the local laws/ bye laws and NBC, as applicable, certifying that all safety measures have been taken care of including connection of fire panel with THE LESSOR's fire panel. THE LESSOR shall have the option and right to inspect and verify the same.

J. AND WHEREAS THE LESSEE confirms that it is executing this Lease Deed with full knowledge of all the laws, bye-laws, rules, regulations, notification etc. which are applicable to the said Plot, said Building and the Demised Premises.

K. On THE LESSEE's behalf, the Lease Deed has been negotiated through its Signatory, Ramesh Babu.

On THE LESSOR's behalf, the Lease Deed has been negotiated through Mr. Amit Grover, Director-Offices.

L. 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 XII 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 area of 6,564.216 sq. mtrs (70,657 sq. ft.) as two phases on entire 10<sup>th</sup> Floor, Block 10 (as shown in **Annexure III(b)**) in DLF IT Park @ Chennai, 1/124, Shivaji Gardens, Moonlight Stop, Nandambakkam, Mount Poonamallee Road, Chennai - 600086 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 also 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 cars in terms of this Lease Deed, in the car /two wheeler parking spaces earmarked in the basement/ surface/ mechanical car /two wheeler parking spaces by THE LESSOR.
2. The rent, car/ two wheeler parking space charges, maintenance and other charges as specified in this Lease Deed shall commence from the Date of Lease Commencement as specified in **Annexure –II**.

Façade signage charges (if any) shall commence from the date on which such façade signage has been taken up by THE LESSEE.

The detailed calculations of rent, car /two wheeler parking space charges & security deposits paid/ payable by THE LESSEE during the period of this lease are given in **Annexure – V** to this Lease Deed.

3. THE LESSEE can terminate the Lease Deed, without cause, at any time during lease tenure by giving prior 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**.

During the lease period, THE LESSEE may terminate the lease by giving three (03) 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 period stipulated herein. Upon expiry of three (03) 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, other charges, taxes etc. as set out in this Lease Deed and handing over vacant, peaceful, physical possession of the Demised Premises.

THE LESSEE agrees that if THE LESSOR is constrained by the acts of THE LESSEE which involve breaches / defaults of the Lease Deed or if THE LESSEE or its bankers have dishonored the cheques for 3 times in a year made in payment of various sums due under the Lease Deed and THE LESSEE does not rectify the breach within 15 days of receipt of notice of such breach, then in that event THE LESSEE authorizes and grants a specific right to THE LESSOR to terminate this Lease Deed and claim outstanding arrears of rent, maintenance charges, car /two wheeler parking charges, facade signage charges (if any), taxes and other charges payable under the Lease Deed. THE LESSEE hereby undertakes to pay the said sums without any demur or protest whatsoever and will not raise any claims or disputes in this regard.

THE LESSOR's right of terminating this Lease Deed shall be as contained in this Clause and Clause 55 of the Annexure – I appended to the Lease Deed.

4. THE LESSEE agrees, that in consideration of THE LESSOR granting the right to use car/ two wheeler parking spaces as mentioned in Annexure – II earmarked in the basement/surface/mechanical car /two wheeler parking spaces (plan attached as **Annexure – VII** to this Lease Deed) to perform all its obligations under this Lease Deed pertaining to use of car/ two wheeler parking spaces.
5. Simultaneous upon 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 the refundable security deposits without any interest thereon under this Lease Deed deposited by THE LESSEE only after adjusting 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 and THE LESSEE shall be entitled to retain possession of the Demised Premises without use and without payment of rent and other charges for such period of delay.



6. The Lease Deed along with the Annexures annexed hereto constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions written or oral, correspondence and/or any deeds between the Parties. This Lease Deed shall not be changed or modified except by written amendment duly agreed and signed by the Parties.
7. 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.
8. 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.
9. 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. Subject to clause 10 and 55 of Annexure I of Lease Deed, the performance of THE LESSOR's obligation under this Lease Deed shall be subject to the regular payment of rent including other payments by THE LESSEE as stipulated in this Lease Deed.
10. The disputes or differences between THE LESSEE and THE LESSOR pertaining to performance of the terms and conditions of this Lease Deed shall, so far as it is possible settled amicably through consultation between authorized representatives of the parties. If after 15 days of consultation, the parties fail to reach an amicable settlement on the disputes or differences pertaining to the performance of this Lease Deed, such disputes or differences shall be submitted to Arbitration for final adjudication.

Reference to arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 and/or any statutory modifications thereto by an Arbitral Tribunal consisting of three arbitrators. Each Party shall appoint its nominee arbitrator and both the appointed nominee arbitrators shall appoint third arbitrator, who shall be the Presiding Arbitrator. If the nominee arbitrators fail to reach a consensus on the Presiding Arbitrator, the parties shall approach the Court for appointment of a Presiding Arbitrator.

To invoke the arbitration clause, THE LESSEE must have paid all the pending rentals, maintenance and other charges as per the Lease Deed. However, in case of dispute of maintenance services which are not provided by THE LESSOR to THE LESSEE as per the Lease Deed, in such an event, the payment of maintenance charges for only such period will be withheld by THE LESSEE and THE LESSEE will continue to pay all rentals, maintenance charges and other charges etc. as per Lease Deed. During the arbitration proceedings, both THE LESSEE and THE LESSOR shall continue to fulfill their obligations under the Lease Deed.

The Civil Courts and High Court at Chennai, alone shall have jurisdiction for the purposes of this Lease Deed.

11. That this Lease Deed and the rights and obligations of the Parties under or arising out of this Lease Deed 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 to XII of this Lease Deed. These Annexures I to XII shall form an integral part of this Lease Deed and shall be binding on THE LESSOR and THE LESSEE.

THE LESSOR M/s DLF Assets Private Limited through its authorized signatories Mr. Ernest David & Mr. R.P Punjani authorized to execute lease deeds etc. has executed this Lease Deed. This Lease Deed will be presented for registration before the registering authority and got registered by Mr. Ernest David, who has been authorized vide Board Resolution dated 2<sup>nd</sup> November, 2015 of THE LESSOR to appear before the registering authority and present for registration, acknowledge and get registered the Lease Deed executed by Mr. Ernest David and Mr. R.P Punjani on behalf of THE LESSOR.

IN WITNESS WHEREOF the Parties hereto have set their hands to these presents on the day, month and year first and above mentioned.

**THE LESSOR:**

SIGNED AND DELIVERED on behalf of the above named M/s DLF Assets Private Limited acting through Mr. Ernest David & Mr. R.P Punjani, its authorized signatories:

In the presence of:

WITNESSES:

1

For and on behalf of  
**DLF Assets Private Ltd.**

2

**( Ernest David) & (R.P Punjani )**  
AUTHORIZED SIGNATORIES

**THE LESSEE:**

SIGNED AND DELIVERED on behalf of the above named M/s WNS Global Services Private Ltd. acting through Mr. Ramesh Babu, its authorized signatory:

In the presence of

WITNESSES

1

For and on behalf of  
**WNS Global Services Private Ltd**

2.

**( Ramesh Babu)**  
AUTHORIZED SIGNATORY

## ANNEXURES

- I - Detailed Terms and Conditions between THE LESSOR and THE LESSEE
- II - Commercial Terms and Conditions
- III (a) - Description of the Plot
- III (b) - Floor Plan
- IV - Super area calculations
- V(a) & (b) - Statement of rent, Interest Free Refundable Security Deposit, Interest Free Refundable Maintenance Security Deposit and Car/ Two Wheeler parking space charges paid / payable by THE LESSEE to THE LESSOR during the lease period.
- VI - Monthly Maintenance and service expenditure (Indicative)
- VII - Car/ Two Wheeler parking spaces earmarked for use by THE LESSEE
- VIII - Tentative Building Specifications
- IX - THE LESSEE's responsibility during additional interior work, additions/modifications/alterations of interior works and during the Lease Tenure and operations during the lease period
- X (a) - Charges for Power
- X (b) - Charges for Maintenance
- XI - Merger & Amalgamation Undertaking
- XII - Electronic Clearing System Activation Form

## ANNEXURE-I

**Terms and conditions forming an integral part of the Lease Deed dated \_\_\_\_\_ between M/s DLF Assets Private Ltd. and M/s WNS Global Services Private Ltd., while not derogating from the mutual promises set out therein:**

### TERMS AND CONDITIONS

1. THE LESSOR shall charge and THE LESSEE shall pay a bare shell rent of Rs. 44.85/- (Rupees Forty Four and Paise Eighty Five only) per sq. ft. per month from 1<sup>st</sup> April, 2016 to 31<sup>st</sup> March, 2017; Rs. 51.57/- (Rupees Fifty One and Paise Fifty Seven only) per sq. ft. per month from 1<sup>st</sup> April, 2017 to 31<sup>st</sup> March, 20 20<sup>1</sup> and Rs. 59.30 (Rupees Fifty nine and Paise Thirty only) per sq. ft. per month from 31<sup>st</sup> march, 2020 to 31<sup>st</sup> March, 2021 as detailed in **Annexure – II** on the super area of the Demised Premises to be paid fully without any and all deductions whatsoever save and except the deduction of tax at source, if applicable. The liability towards payment of Service Tax and other taxes as applicable on monthly rents shall be borne by THE LESSEE.
2. THE LESSEE shall pay to THE LESSOR or its nominee(s)/permitted assign(s), by cheque / bank draft/wire transfer payable as detailed in **Annexure II** of this Lease Deed the rent and all other sums payable under this Lease Deed. Payments to be done as per Annexure XII. In case the Rent Commencement Date is other than the first of the month, in such case THE LESSEE shall pay rent and other sum payable under the Lease Deed in advance for the portion of the month i.e. from the Rent Commencement Date to last day of the month and also for the following month. Thereafter, the rent and all other sums payable under this Lease Deed shall be paid on the 1<sup>st</sup> day of each calendar month (due date) but not later than the 7<sup>th</sup> day, in advance for the month in respect of which such sums are payable.
3. The rent is exclusive of all the taxes. 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 Demised Premises, land and building, charges, rates, cesses, fees, wealth-tax, penalties thereof etc. (excluding income tax) imposed/demanded by the Central or the State Government / any local body and/or 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 1<sup>st</sup> April, 2011.

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.

4. In the event, any such fresh imposition and/or increase as stated above in Clause 3 hereof is levied retrospectively, the liability of THE LESSEE shall relate only to the period on and from 1<sup>st</sup> April, 2011. The said amount shall be paid separately by THE LESSEE to THE LESSOR as indicated below 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 and all such levies, duties, taxes on property, charges, rates, cesses, fees, wealth-tax, penalties etc., referred to above and/or such fresh imposition and/or increase is payable by THE LESSEE directly to the Central or State Government/local body/any and all authorities as the case may be, THE LESSEE shall pay the same directly immediately upon the same becoming due. Any default made by THE LESSEE in complying with the terms of the clause under reference and clause 3, shall be entirely at the costs and consequences of THE LESSEE and THE LESSEE shall be liable for payment/s of penalties, outstanding dues arising therefrom.

5. **Power/ Electricity, Power back-up and Maintenance Charges:**

THE LESSEE shall pay by due date the bills for consumption of power/ electricity in the Demised Premises as recorded in the meters or as demanded by THE LESSOR or its nominee(s) or assign(s)/ appointed contractor(s)/ appointed agency(ies)/ third party service provider(s) supported by all the relevant documents. The power/electricity for the Demised Premises during additional interior works/lease tenure shall be supplied from grid/utility companies. However, in case of non availability of power/ electricity from grid/utility companies, THE LESSOR shall provide THE LESSEE with back up power from their diesel/gas based generators.

A separate meter for recording power/ electricity consumption in the Demised Premises has been provided by THE LESSOR for the supply of power/ electricity from normal grid/utility companies subject to availability of such power/ electricity.

A separate meter has been provided by THE LESSOR for recording consumption of power in the Demised Premises supplied through the back-up power.

**Maintenance Charges:** At present various maintenance services, facilities and amenities within the said Plot / said Building/Demised Premises and civic amenities in the said Complex where the Demised Premises are located are being maintained by THE LESSOR or its nominee(s)/ assign(s)/ appointed contractor(s)/ appointed agency(ies)/ third party service provider(s). Maintenance services are as set out in **Annexure – VI** to this Lease Deed, charges of which are payable to THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s)/ appointed agency(ies)/ third party service provider(s) by THE LESSEE as per bills raised by THE LESSOR or its nominee(s)/assign(s) / appointed contractor(s)/ appointed agency(ies)/ third party service provider(s).

The maintenance charges for office hours / 24\*7 operations shall be calculated at 1.2 times the actual expenditure being incurred payable from the Lease Commencement Date. The maintenance charges will be as per **Annexure X (b)**.

Maintenance services on Public and National Holidays can only be provided if THE LESSEE gets the requisite approval for their operations in Demised premises from the local administration/ competent authority(ies) and not otherwise.

The maintenance charges shall be subject to deduction of Income Tax at source as applicable, from time to time. Additional charges towards Service Tax (es) and other taxes as applicable on maintenance charges, shall also be payable by THE LESSEE.

On completion of the financial year, THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) will provide THE LESSEE audited statement of expenditure towards maintenance charges incurred during the said financial year. Any under-recovery by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) shall become payable by THE LESSEE to the LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) and any over-recovery by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) shall become refundable by LESSOR or its nominee(s) to THE LESSEE.

6. 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 always maintain with THE LESSOR during the entire term of this Lease Deed, an interest free refundable security deposit ("Interest Free Refundable Security Deposit") for an amount as mentioned in **Annexure – II**.
7. THE LESSEE has already paid to THE LESSOR, an amount as mentioned in **Annexure II**, as the Interest Free Refundable Security Deposit.
8. 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 simultaneously 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 or deduction of arrears of rent, charges and any other dues, if any, due and payable under this Lease Deed.

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 and THE LESSEE shall be entitled to retain possession of the Demised Premises without use and without payment of rent and other charges for such period of delay.

9. THE LESSEE has already paid to THE LESSOR an amount as mentioned in **Annexure – II** as Interest Free Refundable Maintenance Security Deposit. The Interest Free Maintenance Security Deposit shall be refunded to THE LESSEE simultaneous to THE LESSEE 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 after making 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.

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 and THE LESSEE shall be entitled to retain possession of the Demised Premises without use and without payment of rent and other charges for such period of delay.

10. Subject to clause 3 of the Lease Deed, THE LESSEE may terminate the lease by giving three (3) months' prior notice in writing to THE LESSOR or by payment of proportionate equivalent rent, car/ two wheeler parking space charges, facade signage charges (if any), maintenance charges, taxes and all other charges / sums stipulated under this Lease Deed in lieu of the notice period stipulated herein. Upon the expiry of three (3) months from the date of notice, as aforesaid, the lease shall stand terminated and THE LESSEE shall be liable to pay to THE LESSOR the entire rent, car/ two wheeler parking charges (if any), maintenance charges, other charges, taxes etc. as set out in this Lease Deed for the period upto the date of vacation of the Demised Premises and handing over vacant, peaceful and physical possession of the Demised Premises.

That upon the expiry of lease as mentioned in **Annexure – II** or upon earlier termination during the lease period as stipulated above, this Lease Deed will expire and come to an end and THE LESSEE shall pay to THE LESSOR for the period of occupation of the Demised Premises till the date of vacation of the Demised Premises, the entire rent, car/ two wheeler parking space charges, maintenance charges, other charges, taxes etc. as set out in this Lease Deed and till handing over vacant, peaceful and physical possession of the Demised Premises. If THE LESSEE fails to pay as aforesaid and hand over vacant, peaceful and physical possession of the Demised Premises on the date of expiry of the last day of lease as contained in this paragraph or termination by THE LESSOR for breach of terms and conditions contained in the Lease Deed, THE LESSEE agrees to pay to THE LESSOR use and occupation charges calculated @ Rs.3,16,896.64/- (Rupees Three Lakhs Sixteen Thousand Eight Hundred Ninety Six and Paise Sixty Four only) per day for use and occupation of the Demised Premises by THE LESSEE along with normal lease rentals and in such an event THE LESSEE hereby authorizes THE LESSOR to withhold without any interest the refund of all the refundable security deposits lying with THE LESSOR. THE LESSEE confirms that the payment of such use and occupation charges is fair and reasonable and undertakes not to call in question the same. THE LESSEE further agrees and authorizes THE LESSOR, in the event of such use and 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 use and occupation charges as given above in this para per day for the number of days of such use and occupation beyond the expiry or earlier termination of the Lease Deed along with normal lease rentals till all payments due under the Lease Deed and in this clause are paid and THE LESSEE hands over peaceful, vacant and physical possession of the Demised Premises to THE LESSOR.

The above shall be without prejudice to the rights and remedies available to THE LESSOR under this Lease Deed and/ or under any law for the time being in force.

11. THE LESSEE shall pay every month in advance, along with the rent, proportionate charges for the operation / maintenance / service charges (more specifically detailed in **Annexure – VI**) in respect of the central air-conditioning, 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 / said Plot in which the Demised Premises is located and for the adequate provision of common services and facilities at a charge which shall be 1.2 times the actual expenditure on a calculation based on pro rata basis corresponding to the super area of the Demised Premises.

12. Subject to all local laws applicable, THE LESSOR shall, continue to provide space for signage at the atrium/ floor occupied by THE LESSEE, as approved by the architect free of any rental/ charges. THE LESSOR and THE LESSEE shall agree the space for signage mutually in writing and THE LESSEE will continue to put signage on such location. All taxes including service tax, duties, rates, cesses, costs and charges relating to the signages payable to the authorities concerned shall be borne and paid by THE LESSEE directly.

#### **FAÇADE SIGNAGE**

THE LESSOR shall, through its architect has identified the location for THE LESSEE to put up its signage at THE LESSEE's cost on the external façade of the building as and when requested by THE LESSEE at an annual charge of Rs.5 Lakhs per signage for up to 3 (Three) signages payable in advance, subject to availability at the time of exercising this option. This above façade signage charge is applicable for one façade signage (one block). The Façade signage space shall be mutually agreed between THE LESSOR and THE LESSEE in writing. The annual charges, as per **Annexure II**, will be payable from the date on which THE LESSEE takes up Façade Signage. These charges are on yearly basis and no refund/ adjustment will be made, if any, lease expires earlier or lease is terminated before the completion of the year for which the payment is made in advance. All taxes including service tax, duties, rates, cesses, costs and charges relating to the signage, payable to the authorities concerned shall be borne and paid by THE LESSEE directly. No signage of any kind either inside or outside shall be allowed on the façade glass/ columns of the Demised Premises.

THE LESSOR reserves the Building Naming rights inside and on the external façade of the said Building. The façade of the said Building shall also be used by other lessees for displaying their name and advertisements as per THE LESSOR's approval. THE LESSEE shall, at no point of time, raise any objection on any ground whatsoever in relation to the same.

Upon naming the said Building, THE LESSOR and other Lessees of the said Building, shall use such building name in the business addresses for all purposes. THE LESSEE shall further raise no objection if THE LESSOR is made to display some other number or name on the said Building or in compliance of any court order, government order, order of the local body etc.

13. THE LESSEE shall not pay any deposit for bulk supply of electricity for power load of 0.006 KVA per sq.ft, as mentioned in **Annexure –II**. THE LESSEE agrees to reimburse to THE LESSOR or any authorized company /nominee(s) / assign(s) of THE LESSOR, any costs, charges, deposits, etc. as may be demanded by THE LESSOR or any authorized company/nominee(s) / assign(s) of THE LESSOR or any other agency supplying power to the Demised Premises from time to time during the term of the Lease Deed for arranging bulk electricity supply to the said Plot / said Building / Demised Premises and such deposits are to be payable 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. Any deposit to be refunded shall be refunded by THE LESSOR to THE LESSEE after adjusting amounts, if any, due and payable by THE LESSEE to THE LESSOR on 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 to THE LESSOR.



14. 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 subject to feasibility and approvals at a rate which shall be 1.2 times the actual cost which shall be paid by THE LESSEE to THE LESSOR.

The terms and conditions quoted above are for bare shell condition of the Demised Premises.

In case the Demised Premises is not contiguous with the AHU due to which the ducting is required to pass through any other occupants' premises on the same floor, then THE LESSEE will provide FCU/AHU for the Demised Premises and will also bring chilled water piping upto the Demised Premises.

The necessary electrical connection for the FCU/AHU to be done by THE LESSEE and connected to THE LESSOR's panel by doing the necessary modifications. Also, the cost of chilled water piping/any electrical/plumbing/fire fighting modification shall be borne by THE LESSEE.

HVAC plenum and lowside ducting needs to be done by THE LESSEE at its own cost. In case, all occupants of the floor have closed their false ceiling and no duct is left for future clients, THE LESSEE occupying at later stage will have to install their own FCU and make the necessary connections to chilled water lines. THE LESSEE is required to share the cost of HVAC plenum/ ducting provisioning by the other client's for them.

Any dismantling of false ceiling of common areas for services provisioning by THE LESSEE is to be made good (as per THE LESSOR's specifications) by THE LESSEE at their own cost.

Sprinkler tap – off: THE LESSEE has to take tap – off for down type Sprinklers with installation of valves under supervision of Building services.

15. THE LESSOR has provided to THE LESSEE car/ two wheeler parking spaces in the basement/surface/mechanical car parking/two wheeler spaces 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 /two wheeler parking spaces are required by THE LESSEE, THE LESSEE shall pay to THE LESSOR additional car /two wheeler parking space charges as may be mutually agreed between the Parties hereto for every additional car parking/two wheeler parking space provided by THE LESSOR, if available, on the same terms and conditions applicable to rent, interest free refundable security deposit, maintenance charges stipulated in this Lease Deed.

In the event of THE LESSOR providing electro mechanical system for car /two wheeler parking spaces, the car/two wheeler parking spaces as earmarked in Annexure –VII may be re-allocated, provided, however, the number of car/two wheeler parking spaces shall remain the same in terms of this Lease Deed.

The liability towards payment of Service Tax and other taxes as applicable shall be borne by THE LESSEE.

16. The use of car /two wheeler parking spaces in the basement/surface/mechanical car/two wheeler parking spaces in the said Building shall be allowed to THE LESSEE on 24\*7 hours basis. 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 cars and for no other use. THE LESSEE undertakes that it shall not make any constructions on the car /two wheeler parking spaces or create obstruction of any kind on it or around these spaces to hinder the movement of vehicles and persons.
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. The stamp duty and registration charges shall be paid by THE LESSEE to THE LESSOR at the time of signing of the Lease Deed.
18. 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 10 and clause 55 of this Annexure-I given herein.
19. To pay all amounts agreed to be paid in the Lease Deed, provided, however, that the liability of THE LESSEE for such payments shall be calculated proportionately to the super area of the Demised Premises and provided further that such liability shall commence from the date such revision / imposition/increase is effective or any subsequent date.

**COVENANTS AND CONDITIONS TO BE OBSERVED AND PERFORMED BY THE LESSEE:**

20. THE LESSEE has planned and distributed its electrical loads in conformity with the electrical systems installed by THE LESSOR and got 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 a charge which shall be 1.2 times of actual costs.

21. 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 distempering and polishing the interiors of the Demised Premises at its own cost.
22. That if THE LESSEE fails to make full payments of rent, car/ two wheeler parking charges, façade signage charges (if any), maintenance charges of any kind and actual consumption charges of water (if any), power and electricity, air-conditioning (if any) or discharge any rates, taxes, duties imposed upon the Demised Premises and payable by THE LESSEE in terms of this lease within 7 days of its due date, THE LESSOR shall be entitled, in its sole discretion and by giving prior notice of 7 days, to stop supplying to THE LESSEE electricity / air conditioning/ water and / or all other services in addition to any other remedies/ actions THE LESSOR may take in its sole discretion. By doing so, THE LESSOR shall have no responsibility or liability for any loss and damage, if any, suffered by THE LESSEE and THE LESSEE shall not be entitled to lodge any claim whatsoever against THE LESSOR as a result of such action.
23. That the common areas, facilities and amenities within the said Building shall be available for use only subject to the timely payment of maintenance charges and THE LESSEE agrees, that in the event of failure to pay maintenance charges on or before the due date, THE LESSEE shall not have the right to use or demand such common areas, facilities and amenities. THE LESSEE shall have no ownership rights, title, interest or claim whatsoever in the said Plot, common areas, facilities and amenities within the said Building.
24. 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.
25. To permit THE LESSOR and its agents at all hours to enter into the Demised Premises for the purpose of inspection or for any other purposes connected with or incidental to any maintenance issues such as fire, safety and security of the Demised Premises and the said Building including any emergency and/or unforeseen circumstances or in case of any inspection by any Government agency or any inspection by THE LESSOR with the directions of Government Agency. However, for periodic inspections, 2 days advance intimation will be given in writing to THE LESSEE, except in case of emergency (ies).  
  
To hand over the Demised Premises in bare shell condition 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, which ever is earlier.
26. To use the Demised Premises as per zoning plan only and shall not 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.

27. THE LESSEE has got the unit approvals for the Demised Premises and THE LESSEE undertakes to keep the SEZ unit approval valid for the entire lease term.

THE LESSEE shall arrange to get their unit approvals for the Demised Premises terminated and complete all formalities with regards to such termination at its cost and expenses prior to the expiry of the Lease term.

In case of THE LESSEE's failure to get the unit approvals terminated within the aforesaid period, it will be assumed that the peaceful, vacant and physical possession of the Demised Premises have not been handed over by THE LESSEE to THE LESSOR on the expiry of the lease term and THE LESSOR shall be entitled to claim damages, payments, dues in accordance with the terms of the Lease Deed.

28. The Demised Premises shall be used by THE LESSEE only and THE LESSEE shall not assign, transfer, mortgage or grant leave & license or transfer or part with or share possession in any manner whatsoever, of any portion of the Demised Premises.

In the event, THE LESSEE merges (except internal merger among group companies) / amalgamates / consolidates and 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/ transferee, subject to the new entity/ transferee obtaining prior SEZ approval. The new entity shall execute an undertaking as per the draft attached as per the **Annexure XI**. In case of any outstanding dues payable by THE LESSEE to THE LESSOR as per Lease Deed, such outstanding amounts should be included in the petition to the appropriate court seeking permission for such merger/amalgamation/consolidation. THE LESSEE shall ensure that before approval of the scheme of merger/ amalgamation by the court having jurisdiction, the new entity executes an undertaking as per the format attached as the **Annexure XI**. Pending approval of any merger/ amalgamation/ consolidation, THE LESSEE will continue to make all payments payable as per the Lease Deed

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, a fresh lease deed will not be executed by THE LESSOR till all dues are cleared and related documents are given to THE LESSOR.

The aforesaid will be subject to SEZ act and rules but within the above procedure.

29. Subject to clause 42, THE LESSEE shall not make any structural changes, additions or alterations in the Demised Premises without prior consent of THE LESSOR in writing.

30. 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 any issues, if any with respect thereto, have been resolved and rectified by THE LESSOR and that it shall not require THE LESSOR to perform any construction work, installations, etc. 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.
31. 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 said Building.

When THE LESSEE carries any additional interior works/modifications/alterations during the lease period, THE LESSEE agrees that it shall carry out such work(s), 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 in the said Building.

THE LESSEE shall not, whether in the course of its additional interior or as anything ancillary thereto or at any time for any purpose whatsoever, execute or permit to be executed any works involving cutting/ chopping/ digging/ hacking/ dismantling in any manner or form/ destroying in any manner or form of the floors or walls of the Demised Premises without prior written permission of THE LESSOR.

Any lapse/violation/negligence on the part of THE LESSEE or its contractors / agents during any such additional interior works or additions/modifications/alterations resulting in any kind of hazard or fire in the Demised Premises/ the said Building, loss of life/ property including third party, damage to the Demised Premises / said Building structure etc. and all financial and legal consequences arising therefrom shall be the sole responsibility of THE LESSEE and THE LESSEE shall not impose any legal and financial liability on THE LESSOR.

THE LESSEE's responsibility during additional interior work, additions/modifications/alterations of interior works (referred hereinafter as interior works) and during the lease tenure and during operations is more detailed in **ANNEXURE IX** to this Lease Deed.

33. THE LESSEE hereby represents to THE LESSOR that it is the owner of and has full right, title and interest in and to all trade names, trademarks, service marks, brand name(s), logos, symbols and other proprietary marks etc. (collectively 'IPR') and that any IPR if used by it in Demised Premises and in the said Building/ said Complex would not infringe the IPR of any third party. THE LESSEE further covenants that it has not received any notice of any claim against it involving any conflict or claim of conflicts.

THE LESSEE covenants to THE LESSOR and undertakes to hold THE LESSOR harmless from any action brought about by any third party for any IPR infringement by THE LESSEE. THE LESSEE further undertakes that it shall defend any and all such acts, suits, proceedings, claims, judgments etc. against THE LESSOR and any fees, costs, expenses of any kind related or incidental to any of the foregoing (including but not limited to) any fee (whether advocates, accountants or other professionals) costs and expenses of any kind incurred by THE LESSOR in preparing for, defending or taking any action with respect to the foregoing shall be borne by THE LESSEE, which THE LESSEE agrees to pay within fifteen (15) days of demand by THE LESSOR.

34. That THE LESSEE hereby agrees to comply with all the Laws, Rules, Regulations as may be applicable to the Demised Premises and as applicable to THE LESSEE's operations, including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Municipal Solid Wastes (Management and Handling) Rules, 2000, Hazardous Wastes (Management and Handling) Rules, 1989 and Batteries (Management and Handling) Rules, 2001, Sales Tax, Service Tax and other applicable taxes and the Rules, Notifications etc. and their amendments made from time to time, and ascertain, in particular, compliance with the Central and State regulations concerning safe handling, storage, treatment and disposal of the wastes, and THE LESSEE shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/ Rules. THE LESSOR will endeavour to give necessary assistance and all support to THE LESSEE for the compliance of these laws. However the laws applicable to THE LESSOR for the provision of the services in the building shall be complied by THE LESSOR.
35. That THE LESSEE further agrees and as applicable to THE LESSEE operations, to install and operate and keep at all times in operational condition, various equipments, machinery etc. at its own cost and expenses in conformity with the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, , Municipal Solid Wastes (Management and Handling) Rules, 2000, Hazardous Wastes (Management and Handling) Rules, 1989 and Batteries (Management and Handling) Rules, 2001 etc in the Demised Premises and it shall always remain solely responsible to obtain and always keep valid and make available necessary certificates from the Pollution Control Board and/or other appropriate authorities in this regard. THE LESSOR will endeavour to give necessary assistance and all support to THE LESSEE for the compliance of these laws. However the laws applicable to THE LESSOR for the provision of the services in the building shall be complied with by THE LESSOR.

**COVENANTS AND CONDITIONS TO BE OBSERVED AND PERFORMED BY THE LESSOR:**

36. During the term of the Lease Deed, THE LESSOR shall at its own cost, continue to provide proper air conditioning and shall use its best efforts to maintain the same in good order and shall operate and run the same to ensure air-conditioning facilities to the Demised Premises throughout the year and shall be entitled to recover from THE LESSEE, charges on the basis as are 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 may, if possible, make such changes and be entitled to recover from THE LESSEE, all additional costs incurred on this account at a rate which shall be 2 times of the actual costs incurred.

37. Except in the event of a mechanical defect and / or electrical failure, THE LESSOR shall provide air-conditioning facilities to the Demised Premises during the office hours for 24\*7 operations except on Public and National Holidays. These timings shall, however, be subject to such restrictions as may be imposed by any competent authority/ies in this behalf. Provided, however, that on receiving twenty four (24) hours' notice, in writing, should THE LESSEE so desire, THE LESSOR, if possible and permissible, may at the exclusive cost of THE LESSEE, provide air-conditioning facilities on Public and National Holidays at a rate as mentioned in Annexure X(b) of this Lease Deed.
38. 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 office hours for 24\*7 operation as specified above, on all week days except on Public and National Holidays. These timings shall, however, be subject to such restrictions as may be imposed by any competent authority/ies in this behalf. One of the lifts in the said Building shall, however, operate even on Public and National Holidays.
39. To carry out at its own cost, all major and structural repairs to the Demised Premises and also to the said Building.
40. To supply and maintain regular supply of power/ electricity and water to the Demised Premises.
41. To keep the Demised Premises in watertight condition.
42. 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 and with prior written approval of THE LESSOR's architect, THE LESSEE shall commence 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 fixtures and fittings and restore the Demised Premises to THE LESSOR in its original condition, excepting reasonable wear and tear.
43. To allow during the term of the Lease Deed, peaceful 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:**

44. The super 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 payable by THE LESSEE in terms of the super area.

45. 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 said Complex (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 duly supported by relevant documents.
46. 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 and fans 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.
47. 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 and duly supported by relevant documents which shall be final and binding on THE LESSEE. THE LESSEE agrees that, in case THE LESSEE so desires, 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.

48. 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 a cost which shall be 1.2 times the actual costs, to be payable by THE LESSEE to THE LESSOR.



49. 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.
50. 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.
51. 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 premia.
52. During the term of the Lease Deed, THE LESSEE shall obtain comprehensive insurance coverage, including third-party coverage, of all interior works while carrying out interiors or thereafter from the time of takeover of possession for interior fit-outs and lease term(s), renovations, furniture, equipment and/or other items kept or stored in the Demised Premises, and shall make timely payments of all insurance premia. 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.
53. 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.

THE LESSEE shall allow third party fire /safety inspectors being appointed by THE LESSOR /its nominees for fire /safety audit.

THE LESSEE shall take all steps including appointing a safety representative/ manager to ensure that all safety related activities within the Demised Premises are performed. THE LESSEE shall have the audit of their entire electrical systems, fire fighting systems and HVAC systems done on a half-yearly basis by a reputed consultant and submit a certificate to THE LESSOR's building manager certifying that all THE LESSEE's installations are in good and safe working condition and do not have any possibility of short circuit and/or becoming a fire source.

54. 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, 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.

55. THE LESSOR may forthwith re-enter upon the Demised Premises or upon any part thereof or may terminate this lease 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 in the following events:
- a) If any amount payable by THE LESSEE to THE LESSOR by way of rent and other sums/ charges payable which are undisputed under this Lease Deed shall be in arrears and unpaid for a period of thirty (30) days after the same has become due and THE LESSEE fails to clear the payments within 10 Days of written notice therefor from THE LESSOR.
  - b) 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 of such breach or THE LESSEE is adjudicated as insolvent.

It is further agreed by THE LESSEE that THE LESSOR shall be entitled to adjust all and any sums due to THE LESSOR including rent, car/two wheeler parking space charges, façade signage charges (if any) and maintenance charges of lease and to the extent of shortfall in notice period, taxes, interests, damages etc., against all security 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 amounts deposited as security deposits with THE LESSOR, 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.

56. 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 leased, 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 abate.
57. THE LESSEE undertakes that during the term of this Lease Deed, 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.

In the event THE LESSEE has been adjudged insolvent or in the case of Company/ Firm having been liquidated, the lease shall stand automatically terminated and THE LESSOR shall enter into the Demised Premises to assume the possession which shall be without prejudice to the rights of THE LESSOR to claim/ recover its dues along with interest/ damages till the date of termination.

58. THE LESSOR shall have the right to install any displays of multimedia/visual format in the common areas like lift lobbies, atrium(s), lifts etc. of the said Building.
59. THE LESSEE agrees and consents that it would have no objection to THE LESSOR mortgaging or creating a third party charge on 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.
60. 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-à-vis the transferee.
61. 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 storeys shall be the sole property of THE LESSOR, which THE LESSOR 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.
62. 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 on THE LESSOR.
63. 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.
64. 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 intimation 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 violations, contraventions as are observed by THE LESSOR, THE LESSEE will ensure compliance with the requirements as per applicable laws.
65. 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.
66. That the said Building wherein the Demised Premises are located is a strictly no-smoking area. THE LESSEE shall ensure that no act in contravention of the provisions of

'Prohibition of Smoking in Public Places Rules, 2008 is committed in the Demised Premises or in the common spaces of the said Building wherein the Demised Premises are located. In case any offence under the 'Prohibition of Smoking in Public Places Rules, 2008 is committed in the Demised Premises of the said Building wherein the Demised Premises are located, by any employee/visitor of THE LESSEE, THE LESSEE shall be responsible for the same and any fine payable in respect thereof shall be paid by THE LESSEE and THE LESSOR shall not be responsible for the same.

67. 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, letter or communication is addressed to THE LESSOR at the address given below or such other addresses as may be intimated in writing by THE LESSOR in this behalf and sent by registered post/fax/email (given hereunder)/ speed post or delivered personally with acknowledgement. Similarly any notice, letter or communication to THE LESSEE by THE LESSOR or other authorized representatives of THE LESSOR shall be deemed to be made, served or communicated only if the same in writing is addressed to the below mentioned address of THE LESSEE or to the address of the Demised Premises when THE LESSEE has shifted to the same, by registered post/fax/email (given hereunder)/ speed post or delivered personally with acknowledgement. The communication is to be addressed to the following:

**For THE LESSOR**

Director – Offices  
10th Floor, DLF Gateway Tower,  
'R' Block, DLF City Ph – III,  
Gurgaon –122002  
Phone 91-124 - 4057410  
Fax 91-124 - 4057414  
E Mail: lease-chennai@dlf.in

**For THE LESSEE**

Senior Vice President  
Gate 4, Godrej & Boyce Complex,  
Pirojshanagar, Vikhroli (W)  
Mumbai 400 079  
Phone: 022-4095 2100  
Fax: 022-2518 8308

This Annexure forms an integral part of the Lease Deed.

**For and on behalf of  
DLF Assets Private Ltd.**

**(Ernest David) & (R.P Punjani)  
AUTHORIZED SIGNATORIES**

**For and on behalf of  
WNS Global Services Private Ltd.**

**(Ramesh Babu)  
AUTHORIZED SIGNATORY**

**ANNEXURE II**

**Commercial Terms and Conditions forming integral part of Lease Deed dated Services Private Ltd.**

**between M/s DLF Assets Pvt. Ltd. and M/s WNS Global**

S.N	Item	Description	Cross Reference (For convenience only) Reference Clause																				
a)	Demised Premises	Location- 1/124, Shivaji Gardens, Moonlight Stop, Nandambakkam, Mount Poonamallee Road, Manapakkam, Chennai- 600 089	1 of Lease Deed																				
		<table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Phase</u></th> <th style="text-align: right;"><u>Area (sq.ft.)</u></th> <th style="text-align: right;"><u>Area (sq.mtrs.)</u></th> <th style="text-align: right;"><u>Block</u></th> <th style="text-align: right;"><u>Floor</u></th> </tr> </thead> <tbody> <tr> <td>Phase I</td> <td style="text-align: right;">50,335</td> <td style="text-align: right;">4,676.243</td> <td style="text-align: right;">10</td> <td style="text-align: right;">Part of 10<sup>th</sup></td> </tr> <tr> <td>Phase II</td> <td style="text-align: right;">20,322</td> <td style="text-align: right;">1,887.973</td> <td style="text-align: right;">10</td> <td style="text-align: right;">Part of 10<sup>th</sup></td> </tr> <tr> <td><b>Total Area</b></td> <td style="text-align: right;"><b>70,657</b></td> <td style="text-align: right;"><b>6,564.216</b></td> <td style="text-align: right;"><b>10</b></td> <td style="text-align: right;"><b>Entire 10<sup>th</sup> Floor</b></td> </tr> </tbody> </table>	<u>Phase</u>	<u>Area (sq.ft.)</u>	<u>Area (sq.mtrs.)</u>	<u>Block</u>	<u>Floor</u>	Phase I	50,335	4,676.243	10	Part of 10 <sup>th</sup>	Phase II	20,322	1,887.973	10	Part of 10 <sup>th</sup>	<b>Total Area</b>	<b>70,657</b>	<b>6,564.216</b>	<b>10</b>	<b>Entire 10<sup>th</sup> Floor</b>	
<u>Phase</u>	<u>Area (sq.ft.)</u>	<u>Area (sq.mtrs.)</u>	<u>Block</u>	<u>Floor</u>																			
Phase I	50,335	4,676.243	10	Part of 10 <sup>th</sup>																			
Phase II	20,322	1,887.973	10	Part of 10 <sup>th</sup>																			
<b>Total Area</b>	<b>70,657</b>	<b>6,564.216</b>	<b>10</b>	<b>Entire 10<sup>th</sup> Floor</b>																			

(Hereinafter collectively referred to as “Demised Premises”).

**Phase I:** THE LESSEE has taken an area of approx 50,335 sq. ft. (4,676.243 sq.mtrs) on part of 10<sup>th</sup> Floor in Block 10.

**Phase II:** THE LESSEE has taken an area of approx. 20,322 sq. ft. (1,887.973 sq.mtrs) on part of 10<sup>th</sup> Floor in Block 10.

The Efficiency of the Area shall be approximately 80% (+/- 2%) for an entire floor which shall be the office area, as per the area definitions given in Annexure IV(a) and (b) to this Lease Deed. The Parties shall mutually confirm the area and adjust the rent in case of any deviations. The final area shall be subject to joint measurement by both parties.

b)	Aggregate super area under this Lease Deed	6,564.216 Sq.Mtr. (Six Thousand Five Hundred Sixty Four Decimal Point Two One Six Sq. Mtrs.) 70,657 Sq.ft.  (Seventy Thousand Six Hundred and Fifty Seven Square ft.)	1 of Lease Deed
c)	Number of car/two wheeler parks in basement/surface/mechanical car parking spaces on payment of Rs. 500/- per car park per month.	70 (Seventy)	4 of Lease Deed & 15 of Annexure – I
	Additional Car /two wheeler Parking Spaces at the rate of Rs. 2,000/- per car park per month, subject to availability, and the charges for the same shall commence from the date car parks are taken by THE LESSEE.	NIL	
	The Service Tax as applicable shall be additional.		
	TOTAL	70 (Seventy)	
d)	Date of Lease Commencement		1 of Lease Deed

<u>Phase</u>	<u>Lease Commencement Date</u>
Phase I	1 <sup>st</sup> April, 2016
Phase II	1 <sup>st</sup> April, 2016

- e) Date of Rent Commencement Bare Shell Payment of Rent by THE LESSEE shall commence as per the following schedule: 2 of Lease Deed
- | <u>Phase</u> | <u>Rent Commencement Date</u> |
|--------------|-------------------------------|
| Phase I      | 1 <sup>st</sup> April, 2016   |
| Phase II     | 1 <sup>st</sup> April, 2016   |
- For Car /Two Wheeler Parking Rentals from the Lease Commencement Date.  
For Façade Signage Charges (if any) from the date on which such façade signage has been taken up by THE LESSEE.
- f) Monthly Bare Shell Rent Payable on super area Rs. 44.85/-(Rupees Forty Four and Paise Eighty Five only) Per Sq.Ft. Per Month amounting to Rs.22,57,524.75/- (Rupees Twenty Two lacs Fifty Seven Thousand Five Hundred Twenty Four and paise Seventy Five only) for Phase I and Rs. 9,11,441.70/- (Rupees Nine Lacs Eleven Thousand Four Hundred Forty One and paise Seventy only) for Phase II; aggregating to Rs. 31,68,966.45/- (Rupees Thirty One Lacs Sixty Eight Thousand Nine Hundred Sixty Six and Paise Forty Five only) 1 of Annexure I of Lease Deed
- The Service Tax and other taxes on monthly rents as applicable shall be additional and shall be borne by THE LESSEE.

g)	Car parking space charges	<p>70 (Seventy) Car parking spaces have been provided in basement/ surface/ mechanical car parking spaces on payment of Rs. 500/- per car park per month.</p> <p>The car parking spaces allotted to THE LESSEE shall be as contiguous as possible, subject to availability.</p> <p>Any additional car parks required by THE LESSEE will be given, subject to availability, @ Rs.2,000/- per car park per month and the charges for the same shall commence from the date car parks are taken by THE LESSEE.</p> <p>The Service Tax and any other taxes on car parking charges as applicable shall be additional and shall be borne by THE LESSEE.</p> <p>Upon escalation in rent, there shall be no escalation in the car parking charges.</p> <p>No separate two wheeler parking will be provided but will be part of the car parking spaces allotted to THE LESSEE</p>	15 of Annex – I
h)	Bulk Electricity Supply Deposit 0.006 KVA per sq.ft. of Power Load.	<p>NIL</p> <p>Any additional power load required by THE LESSEE shall be provided not exceeding 3% of 0.006 KVA per sq.ft. of leased area, subject to availability and on payment of a non-refundable charge of Rs. 10,000/- per KVA of power load in addition to the refundable deposit of Rs. 4,000/- per KVA of power load.</p> <p>However, any additional infrastructure cost required for supply of power from the source of power to the electrical tap off box on the floor shall be borne by THE LESSEE at Cost + 20% basis. Any additional power load requirement beyond 3% of 0.006 KVA per sq.ft. of leased area shall be discussed separately between the Parties.</p>	13 of Annex-I



i)	Interest Free Refundable Security Deposit (IFRSD) always equivalent to initial rent of three (03) months at any given point of lease.  (Already paid under Earlier Lease)	<u>Phase</u> Phase I Phase II <b>Total Amount (Rs.)</b>	<u>Amount (Rs.)</u> 58,89,195 23,77,674 <b>82,66,869</b>	6, 7 & 8 of Annexure I of Lease Deed
j)	Interest Free Refundable Maintenance Security Deposit (IFRMSD) for a period of 3 months (Already paid under Earlier Lease).	<u>Phase</u> Phase I Phase II <b>Total Amount (Rs.)</b>	<u>Amount (Rs.)</u> 34,73,116 17,07,048 <b>51,80,164</b>	9 of Annexure I of Lease Deed

Maintenance services on Public and National Holidays can only be provided if THE LESSEE gets the requisite approvals from the local administration / competent authority(ies) and not otherwise.

k)	Façade signage charges	Rs. 5,00,000/- (Rupees Five Lacs only) per signage per annum to be paid in advance for upto three (3) signages. (For PHASE I)	Clause 12 of Annexure I of Lease Deed
l)	Notice period for termination of Lease Deed	03 Months	3 of Lease Deed
m)	Option to renew Lease Deed for further period	THE LESSEE shall have the option to renew the Lease Deed for further one term of five (05) years subject to mutually agreed commercials, including rentals and other terms and conditions of lease. THE LESSEE understands and acknowledges that such commercials and other terms and conditions shall be mutually agreed, six (06) months prior to the expiry of the Lease Deed, failing which THE LESSOR shall be free to deal with the Demised Premises at its sole discretion, upon expiry of the Lease Deed	
n)	Place at which the rent and all other sums payable by THE LESSEE to THE LESSOR by Cheques/ Bank drafts/ wire transfer.	New Delhi	2 of Annexure I
o)	Charges for Electricity/Power for internal Usage	As per Annexure X(a)	

This Annexure forms an integral part of the Lease Deed.

**For and on behalf of  
DLF Assets Private Limited**

**For and on behalf of  
WNS Global Services Private Ltd.**

**(Ernest David) & ( R.P Punjani)  
AUTHORIZED SIGNATORIES**

**( Ramesh Babu)  
AUTHORIZED SIGNATORY**

**ANNEXURE – III (a)**

**DESCRIPTION OF THE PLOT  
Schedule A**

All those pieces and parcels of lands admeasuring a total area of 12.3808 hectares comprised in

Sl. No.	Survey Number	Area in Hectares	Sl. No.	Survey Number	Area in Hectares	Sl. No.	Survey Number	Area in Hectares	Sl. No.	Survey Number	Area in Hectares
1.	58/5	0.3650	17.	59/3A2A	0.0600	33.	59/3A1	0.4050	49.	56/2C	0.1000
2.	58/2B	0.3050	18.	61/3B	0.1050	34.	58/9	0.0575	50.	56/2E	0.0280
3.	58/2A	0.2550	19.	61/3C	0.0250	35.	59/1	0.0636	51.	56/2F	0.0280
4.	58/6B	0.3400	20.	55/6A1	0.6397	36.	59/3B	0.5271	52.	56/2G	0.0490
5.	57/14	0.1039	21.	59/3A3	0.4050	37.	60/2	0.8950	53.	56/3	0.0210
6.	58/6A	0.1100	22.	59/3A4	0.4050	38.	60/1A	0.0250	54.	56/4	0.0320
7.	57/5C	0.0600	23.	59/3A2B	0.3168	39.	60/1B	0.0150	55.	57/6	0.0120
8.	57/2	0.3050	24.	59/3A2C	0.9450	40.	60/1D	0.5700	56.	57/7B	0.0890
9.	57/7B	0.0037	25.	57/15A	0.2450	41.	60/1E	0.3150	57.	57/10B	0.0890
10.	57/4	0.3350	26.	58/7B2	0.0300	42.	60/1F	0.3450	58.	57/13	0.0400
11.	57/6	0.0290	27.	58/8	0.0960	43.	58/7B2	0.0200	59.	57/14	0.0740
12.	57/5A	0.0600	28.	57/15B	0.4054	44.	58/8	0.0700	60.	57/15A	0.3130
13.	57/5B	0.0600	29.	58/7A1	0.0600	45.	58/9	0.0720	61.	57/15B	0.0890
14.	58/3	0.3400	30.	58/7B1	0.0300	46.	58/10	0.0810	62.	59/3A2B	0.0030
15.	58/4	0.3450	31.	56/2B2	0.0850	47.	59/1	0.4870			
16.	59/2	0.2350	32.	56/2C	0.3011	48.	59/3B	0.0600			

Mugalivakkam Village, Sriperumbudur Taluk, Kancheepuram District, and situated within the sub-registration district of Kunrathur, and registration district of South Chennai.

**Item II**

All those pieces and parcels of lands admeasuring a total area of 4.35012 hectares comprised in Survey Nos.55 (0.07500 Hec), 57 (0.10445 Hec), 58/1 (3.38925 Hec), 58/2 (0.19538 Hec) and 58/3 (0.58604 Hec). Manapakkam Village, Sriperumbudur Village, Kancheepuram District, and situated within the sub-registration district of Joint-I, South Chennai and registration district of South Chennai.

Item I and Item II in all measuring 16.73092 hectares

Situated in DLF IT PARK @ Chennai, 1/124 Shivaji Gardens, Moonlight Stop, Nandambakkam Post, Ramapuram, Mount-Poonamallee Road, Chennai 600 089

**SCHEDULE B - (Description of leased Premises)**

As defined in Annexure II of this Lease Deed.

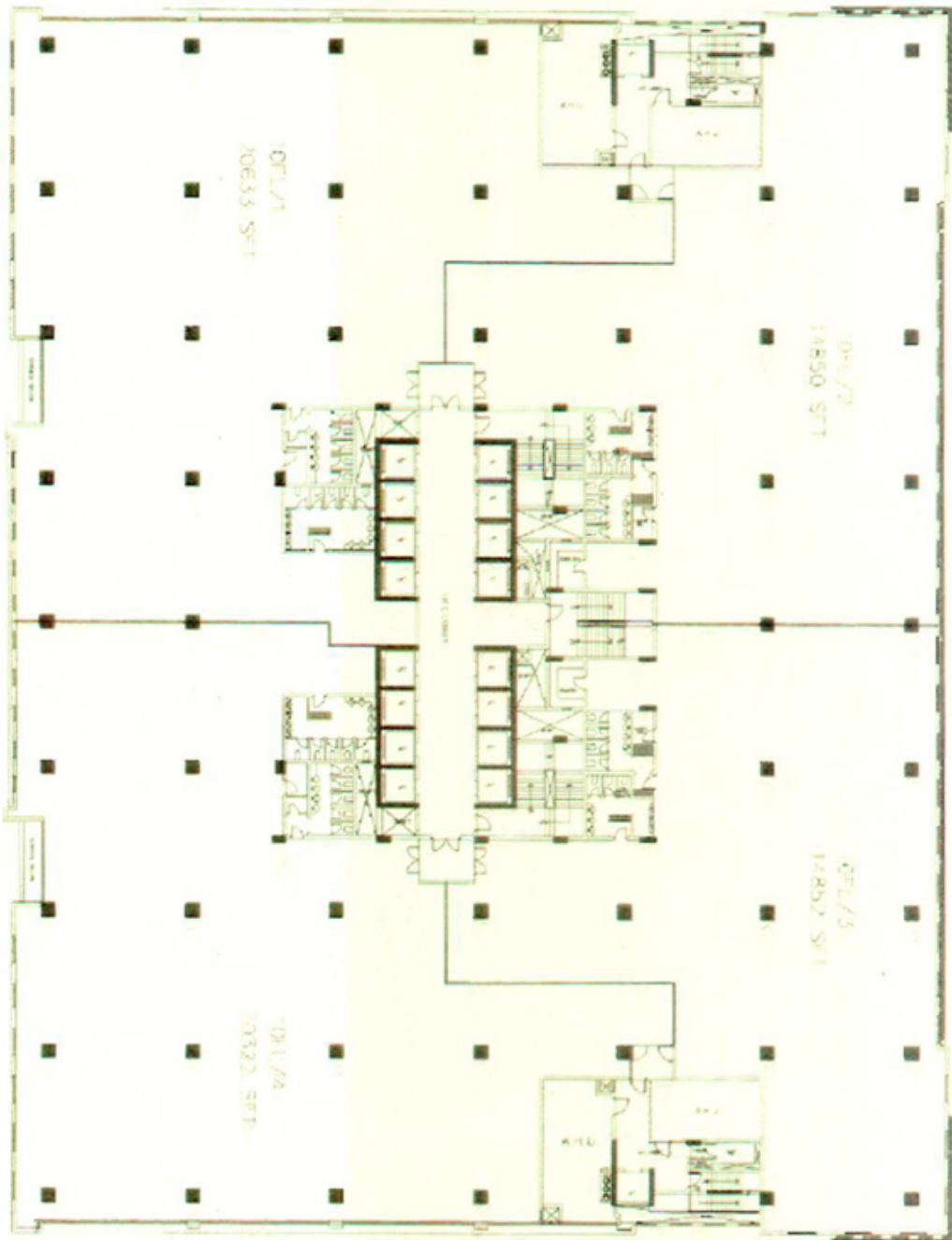
DLF IT Park @ Chennai is a Special Economic Zone IT Park notified vide official gazette numbers F- 2/124/2006 dated 16<sup>th</sup> November 2006 and F-2/124/2005 dated 14<sup>th</sup> February, 2007 approved by Ministry of Commerce.



ANNEXURE – III(b)  
DESCRIPTION OF THE FLOOR PLAN

Phase I (10FL / 1, 2 & 3) & Phase II (10FL/ 4)

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ANNEXURE IV

AREA STATEMENT

**SUPER AREA CALCULATIONS  
BLOCK-10, OFFICE COMPLEX, MANAPAKKAM, CHENNAI**

<b>FLOOR / OFFICE NO.</b>	<b>OFFICE AREA</b>		<b>SUPER AREA</b>		<b>TERRACE AREA</b>		<b>TOTAL SUPER AREA</b>	
	<b>(SQM)</b>	<b>(SFT)</b>	<b>(SQM)</b>	<b>(SFT)</b>	<b>(SQM)</b>	<b>(SFT)</b>	<b>(SQM)</b>	<b>(SFT)</b>
<b>TENTH / 10F</b>	<b>5251.372</b>	<b>56525</b>	<b>6564.216</b>	<b>70657</b>	<b>—</b>	<b>—</b>	<b>6564.216</b>	<b>70657</b>
<b>TOTAL</b>	<b>5251.372</b>	<b>56525</b>	<b>6564.216</b>	<b>70657</b>	<b>—</b>	<b>—</b>	<b>6564.216</b>	<b>70657</b>

The Super area shall be the sum of Office areas, the Common areas in the entire said building, i.e., Block-10 and useable terrace(s) area attached to Office area.

Whereas the Office area on a floor shall mean the entire area enclosed by its periphery walls including area under walls, wall cladding, columns, toilets, pantries, lift Jobbies, AHU, Electrical rooms, which form integral part of said office floor and the Common areas shall mean all such parts / areas in said building which the M/s WNS Global Services Private Limited / Occupants of one floor shall use by sharing with the Occupants of other floors, including entrance canopy, corridors and passages, area of cooling towers and chillers, security / fire control room(s), lift shafts, all electrical shafts. D.G. shafts, A.C. shafts, pressurisation shafts, plumbing and fire shafts on all floors and rooms, staircases, mummies, lift machine rooms, overhead water tanks and services area on roof of said building. In addition prorata share of common services area in the basement and on surface of the said plot, including but not limited to electric sub-station, transformers, D.G. set rooms. Underground water and other storage tanks, A.C. Plant room. Pump rooms, Sewage treatment plant, maintenance and service rooms, fan rooms, circulation areas etc. shall be counted towards common areas. Office area to Super area ratio shall be 80%.

Area of terrace(s), attached to Office area, if any, shall be counted 50% and added to the total Super area. However, lessee shall not be allowed to cover such terrace(s) and shall use same as open areas only and in no other manner whatsoever.

## ANNEXURE - V (a)

**STATEMENT OF RENT, INTEREST FREE REFUNDABLE SECURITY DEPOSIT, INTEREST FREE REFUNDABLE MAINTENANCE SECURITY DEPOSIT & CAR PARKING CHARGES PAYABLE BY THE LESSEE TO THE LESSOR DURING THE PERIOD OF THE LEASE FOR 50,335 SQ.FT. (4,676.243 SQ.MTRS.) AS PHASE I AT PART OF TENTH FLOOR, BLOCK 10, DLF IT PARK @ CHENNAI**

<u>BEGINNING FROM</u>	<u>ENDING ON</u>	<u>AREA (in Sq.ft.)</u>	<u>Rent (Rs per sq.ft. per month)</u>	<u>MONTHLY RENT PAYMENT OF THE SUPER AREA (Rs. Per month)</u>	<u>INTEREST FREE REFUNDABLE SECURITY DEPOSIT (IN RS)</u>	<u>CAR PARKING CHARGES 50 (Fifty) Nos. of Car Parking spaces on payment of Rs. 500/- per car park per month</u>	<u>INTEREST FREE REFUNDABLE MAINTENANCE SECURITY DEPOSIT</u>
01.04.2016	31.03.2017	50,335	44.85	22,57,524.75	58,89,195.00	25,000.00	34,73,116.00
01.04.2017	31.03.2020	50,335	51.57	25,95,775.95	58,89,195.00	25,000.00	34,73,116.00
01.04.2020	31.03.2021	50,335	59.30	29,84,865.50	58,89,195.00	25,000.00	37,73,116.00

**NOTE:** All terms as per the Lease Deed shall be applicable.

**ANNEXURE - V (b)**

**STATEMENT OF RENT, INTEREST FREE REFUNDABLE SECURITY DEPOSIT, INTEREST FREE REFUNDABLE MAINTENANCE SECURITY DEPOSIT & CAR PARKING CHARGES PAYABLE BY THE LESSEE TO THE LESSOR DURING THE PERIOD OF THE LEASE FOR 20,322 SQ.FT. (1,887.973 SQ.MTRS.) AS PHASE II AT PART OF TENTH FLOOR, BLOCK 10, DLF IT PARK @ CHENNAI**

<u>BEGINNING FROM</u>	<u>ENDING ON</u>	<u>AREA (in Sq.ft.)</u>	<u>Rent (Rs per sq.ft. per month)</u>	<u>MONTHLY RENT PAYMENT OF THE SUPER AREA (Rs. Per month)</u>	<u>INTEREST FREE REFUNDABLE SECURITY DEPOSIT (IN RS)</u>	<u>CAR PARKING CHARGES 20 (Twenty) Nos. of Car Parking on payment of Rs. 500/- per car park per month</u>	<u>INTEREST FREE MAINTENANCE SECURITY CALCULATED @ Rs. 25/- PER SQ. FT. PER MONTH</u>
01.04.2016	31.03.2017	20,322	44.85	9,11,441.70	23,77,674.00	10,000.00	17,07,048
01.04.2017	31.03.2020	20,322	51.57	10,48,005.54	23,77,674.00	10,000.00	17,07,048
01.04.2020	31.03.2021	20,322	59.30	12,05,094.60	23,77,674.00	10,000.00	17,07,048

**NOTE:** All terms as per the Lease Deed shall be applicable.

The Lease Commencement of Phase II shall be as defined in S.no (d) of Annexure II of this Lease Deed.

## ANNEXURE VI

### MONTHLY MAINTENANCE AND SERVICE EXPENDITURE (INDICATIVE)

- A.** 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 area basis and shall be charged every month. The expenditure shall include but shall not be limited to the following:
1. Annual maintenance contracts, Service contract expenditure including taxes & statutory levies as applicable, lease rental and other 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 building and the manager directly related to the maintenance of the 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 and cost of gas and lubricants etc. for gas generators and air conditioning systems etc.
  11. Cost of all replacements / refurbishing of parts of various equipments used in maintenance services.
  12. Cost of augmentation/upgradations/replacement/deployment of existing and additional security/fire/other electromechanical systems acquired through leasing/amortization/rental basis.
  13. Cost of expenses incurred on infrastructure in and around the Said Building.



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14. Cost of insurance of Building and fitouts when fitted out space is provided.
  15. Township maintenance charges till the services of the colony are handed over to a local body or authority.
  16. Depreciation / sinking fund /lease rentals of all electro-mechanical equipments, including but not limited to chillers, D.G. Sets and lifts.
  17. Maintenance Charges for Car Parking Space.
  18. Any expenditure incurred on personnel, administrative and any other related cost of the custom/excise staff posted at SEZ operations.
- B. Cost of exclusive services, if any, provided to the occupant shall be extra.
- C. Service Tax, as applicable, shall be additional.

**CAR PARKING SPACES EARMARKED FOR USE BY THE LESSEE**

Number of car parking spaces earmarked in the basement surface/mechanical car/two wheeler parking spaces for use by THE LESSEE

**Seventy (70) Numbers**

## ANNEXURE VIII

### TENTATIVE SPECIFICATIONS FOR BLOCK 10, DLF IT PARK @ CHENNAI

STRUCTURE	RCC framed structure
Finishes	
External Façade	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
Parking	Surface/Basements/Mechanical
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) Wherever larger floor heights are provided due to architectural reasons, from the viewpoint 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.

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- d) Plumbing provision for extra toilets may be provided at one / two different locations
  - e) The above specifications are tentative and are subject to change at the sole discretion of THE LESSOR.

**THE LESSEE'S RESPONSIBILITY DURING ADDITIONAL INTERIOR WORK, ADDITIONS/ MODIFICATIONS/ ALTERATIONS OF INTERIOR WORKS (REFERRED HEREINAFTER AS INTERIOR WORKS) AND DURING THE LEASE TENURE AND DURING OPERATIONS**

THE LESSOR has provided the fire detection systems as elaborated in Part B. These systems are as per NBC norm.

A THE LESSEE will be responsible to ensure the following elaborated under different sub heads:

**(I) FIRE DETECTION & FIRE FIGHTING**

1. The existing sprinkler systems provided is not to be isolated or closed at any point of time during interior works.
  - (a) For providing sprinklers below false ceiling a separate network of sprinklers to be installed.
  - (b) Before starting the interior/fitout works, THE LESSEE will also check for themselves that the sprinkler systems in working condition.
  - (c) Upon completion of False Ceiling, the sprinkler below false ceiling is to be charged. Only upon charging the sprinklers below false ceiling THE LESSEE can do other interior works and can bring in the carpets / furniture / modular workstations/ chairs / wood for partitions etc. into the premises for installation.
2. 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.
- 2(a) As and when there is Puja/ Havan in THE LESSEE's Premises the Building Manager to take proper action for alarm system so that other occupants are not disturbed. THE LESSEE shall send prior notice for the Puja/ Havan including the essential details like time, date and the venue to the Building Manager.
3. Before start of Interior works THE LESSEE to ensure 4 nos. Fire Extinguishers, 4 Nos. Sand buckets & 4 nos. Water buckets are placed at different locations on each floor of the premises when THE LESSEE is starting the interiors.
4. Before doing any welding works, THE LESSEE to obtain hot works permit and ensure that the site is clear, no paper/wood pieces/or any other combustible material is around and adequate standby fire-fighting mechanism in place, which includes at least 2 nos of fire extinguishers, 1 nos of sand buckets, 1 nos of water bucket etc are in place. Once the welding is completed, the site to be re-inspected for any welding spark.

5. No gas of any kind to be used for welding purposes. Only arc/electrical welding to be used.
6. 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 Said Premises operational and connected to the Zonal panel.
7. During interior works, THE LESSEE to ensure proper signages and fire escape routes are prominently displayed inside their premises.
8. Security Guards professionally trained in fire fighting systems to be 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.
9. The entire building is a no smoking zone. THE LESSEE to ensure that even during interior works no person smokes inside the building. Match Boxes & Cigarette Lighters are not allowed at site in the building.
10. 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.
11. THE LESSEE to refrain from use of cooking gas in their pantries / kitchens.
12. 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/Guard be stationed outside the office (and not within), and the interiors of the offices can be monitored by then over closed circuit video cameras.

**(II) ELECTRICAL & MECHANICAL**

13. For the operational usage THE LESSOR has provided the electrical tap-off in electrical room alongwith sub-meters installed for supply of power from grid/supplying agency and back-up power. 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.
14. All electrical installation shall be carried by authorised licensed contractor and client shall submit installation test certificate issued by same contractor and certificate of verification of these installation by a reputed electrical consultant.
15. During interior works Electrical supply for fitout to be given through portable DG/Building DG (if installed). In case power for fitouts is provided through temporary portable DG installed outside, THE LESSEE will have to take the tapping through a cable of suitable rating from outside the building. Lessee to take the electricity in a proper panel/fitted with MCB & ELCB with proper earthing. Cable of proper rating to be used as per load. No loose connection & joints in wires will be allowed. During interior works while using drilling/hammering machine or any other electrical equipment, THE LESSEE shall ensure that proper 3 pin plugs are used. No over loading of socket will be allowed.

16. All outgoing feeders single phase & 3 phase in Panels & DBs outlets shall be suitable of individual equipment rating and out going feeders must have a protection arrangement so that it should trip in the event of overload, short circuit & earth fault.
17. All material to be of IS Standard & from reputed manufacturer. No sub standard material to be used.
18. No aluminum cable to be used. Only copper cables of ISI make to be used.
19. Under no circumstances during interiors / operations should the safety system in the circuit / MCB / ELCB be bypassed. THE LESSOR to ensure that this is adhered to under all circumstances.
20. Only CFL & tubes with electronics chokes to be used. No Aluminum / Copper chokes to be used.
21. Compressors of Split AC/ Precision AC shall be serviced regularly to avoid overheating / jamming of compressor / fan motor. Stabilizer sockets to be checked regularly for heating.
22. Supply from one socket to be used for one source only and 3 wire cable to be used rather than 3 different cables. No overloading of sockets.
23. Balancing of load should be proper in all 3 phases.
24. Coffee machine / water cooler/ oven and any other Electrical appliances should be properly earthed and to be used with a proper rating of cable through ELCB.
25. For power output 15 amp plug; for lighting 5 amp plug and for AC industrial sockets to be used.
26. Small step down transformer on false ceiling for lighting to be properly secured.
27. No PVC pipes to be used for Electrical wiring.
28. Electrical panel wiring to be properly dressed and the gap between the phases to be proper.
29. CT provided in the electrical panel should be of proper size and should have a proper gap between the space and CT to be checked for any heating/ cracking.

30. One circuit should not have more than eight light point or two power points.
31. For neon signages transformer should be placed outside safe place or LED signages to be used.
32. THE LESSEE to ensure that the electro-mechanical systems installed in the Said Premises is properly maintained during their interior works and at the time of operations. THE LESSEE to also ensure that no fire spreads from the premises.
33. THE LESSEE to have the audit of their entire Electrical systems done on a half yearly basis by a reputed Electrical consultant and provide a certificate certifying that all THE LESSEE's installations including insulation resistance are in good and safe working condition and does not have any possibility of short circuit and becoming a fire source. To be submitted to the facility manager on half yearly basis.
34. THE LESSEE to have the audit of their entire HVAC systems done on a half yearly basis by a reputed HVAC consultant and provide a certificate certifying that all THE LESSEE's installations are in good and safe working condition and does not have any possibility of short circuit and becoming a fire source. To be submitted to the facility manager on half yearly basis.

**(III) DRAWINGS & SPECIFICATIONS**

35. THE LESSEE shall ensure that the fitout works is done as per the drawings approved by THE LESSOR's architect. No deviation will be allowed.
36. THE LESSEE to use fire retardant material in the design of their interior works.
37. While designing of interior works, it should be kept in mind that the access to the fire hydrants is not restricted in any way.
38. For flushing of water closets only cisterns/concealed cisterns are to be used. No flushing valves to be installed.
39. THE LESSEE to install automatic gas flooding Fire Extinguishing System, FM 200 or equivalent, in case THE LESSEE wants to remove the sprinkler system in the Server Room. The FM 200 will not be kept on manual mode under any circumstances.

**(IV) WORK PROCEDURE**

40. THE LESSEE shall ensure that no structural damage takes place.
41. Every day, on completion of work, THE LESSEE shall ensure that the site is cleaned all combustible & non-combustible scrap including any wood/paper/lose paint /any other material/scrap is remove from the premises.



42. THE LESSEE shall ensure that the malba/scrap is disposed out of site every day.
43. THE LESSEE shall ensure that the stair cases are not blocked with interior fitout material.
44. No material shall be stocked in the lift lobby area.
45. THE LESSEE shall not store paint and other combustible material at Demised Premises. The material may be brought onto the floor for interior finishing as and when it is required.
46. No storage of any material / records in basement, to enable free movement. However, for a limited period of 10 days during interior works THE LESSEE with the permission of the facility manager can use this earmarked car/two wheeler parking space as temporary storage for fixture/furniture which is in the process of being installed. The same must be barricaded by THE LESSEE and THE LESSEE must depute a security guard for the same. THE LESSEE must install a Fire Fighting system such as extinguishers, sand buckets & water buckets to the satisfaction of the facility manager for this temporary storage area. This furniture/fixture will be allowed to be brought only 7 days in advance of installation. The storage area must be cleared by THE LESSEE immediately after shifting the material in their premises. In case the interiors are getting delayed beyond the targeted date, THE LESSEE will clear the temporary store immediately and shift all material in their premises. When the material is shifted on the floor the packing / covering to be removed the same day and all packing / covering material to be shifted out of the premises and the building on the same day.
47. During normal office hours, no noisy interior works such as drilling, hammering, cutting, chisilling etc is to be carried out by THE LESSEE. The same can be done after normal office hours. However, works other than the above can be carried on which cause no disturbance to the occupied floors.

**(V) OTHER REQUIREMENTS**

48. No Parking of CNG / LPG powered cars in basements as the chances of occurrence of fire / explosion in such vehicles are very high. However, Original Manufacturer company-fitted CNG / LPG vehicles will be allowed in car parking spaces designated by THE LESSOR.
49. Working Norms for Interior Works
  - (a) In New Building where no client is operational the interior works can be done on 24 hrs. basis.
  - (b) In a multi-tenanted building as soon as any client completes their interior works and becomes operational; no noisy works to be done during office hours.

(c) Noisy works such as drilling, hammering, cutting, chiseling etc. to be carrying out by THE LESSEE after normal office hours.

50. That before any machinery, equipment, safe or furniture, etc. is moved into or out of the Demised Premises, due approval in writing must be taken by THE LESSEE from the Building Manager or other authorized personnel appointed by THE LESSOR, in the absence of which the movement thereof will not be permitted by THE LESSOR, provided, however, such movement will be allowed during normal business hours only.

51. Lifts/ elevators/ escalators of reputed makes have been provided in the said Building/ Building Complex.

THE LESSEE should educate its employees, visitors and customers with regard to the DO's and DONT's of the safe usage of these items. These are self operating lifts/ elevators/ escalators. Do's and Don'ts as recommended by the suppliers are as displayed therein.

The maintenance of these items is done by giving AMC's to suppliers/ third parties.

In the event of any mishap occurring, THE LESSOR or its employees shall not be held responsible for any consequences arising from usage of these items.

**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, Lift lobby and service area and office areas as per NBC norms.

Charges for Usage of Power in the Demised Premises

Usage of power during lease tenure

- i) If grid power is available and used – To be charged as per grid rates
- ii) For supply of power from back up sources – To be charged at Cost + 20%
- iii) When power taken from Utilities company is used – To be charged at Cost + 20%

For power used for common areas from any source, along with other expenditure like security, housekeeping etc, the total cost of above is charged in the overall maintenance charge at Cost + 20%.

ANNEXURE X (b)

MAINTENANCE CHARGES

The maintenance charges for Demised Premises shall be calculated at actual cost + 20% payable from the Lease Commencement Date.

The estimated maintenance charges as on 1.9.2015, subject to increase in prices of diesel, gas and petroleum products, electricity rates, taxes, wages and salaries during the lease tenure are as below:

For normal office hours (8 am to 8 pm on Weekdays and 8 am to 2 pm on Saturdays except Sundays, Public and National Holidays): Rs 17.00 psf per month

For 24\*7 operations (except National Holidays) is Rs 28.00/- psf per month

For working on Public and National Holidays: Rs 0.15/- per sq. ft. per hour on the super area of the full floor even if the area of Demised Premises is less than the full floor area or per hour for the Demised Premises to be intimated by the building manager when required.

**Current Operating hour:**

**i) Phase I (area- 50,335 sq ft)**

<u>Area</u>	<u>Operating Hours</u>	<u>Maintenance Charges</u>
14,850 sq ft	18*7	Rs 23/- per sq ft
14,852 sq ft	12*7	Rs 18/- per sq ft
20,633 sq ft	16*7	Rs 21.50/- per sq ft

**ii) Phase II**

<u>Area</u>	<u>Operating Hours</u>	<u>Maintenance Charges</u>
20,322 sq ft	24*7	Rs 28/- per sq ft

**ANNEXURE XI**  
**(Applicable in case THE LESSEE merges or amalgamates after the Lease Deed is signed)**  
**To be given by transferee company**  
**UNDERTAKING**

TO,  
DLF \_\_\_\_\_

Ref: Lease Deed dated - \_\_\_\_\_

I, \_\_\_\_\_, the authorized representative, vide Board resolution/Power of attorney dated \_\_\_\_\_ (Copy enclosed), \_\_\_\_\_, do hereby declare that

1. We are fully aware with the Lease Deed dated \_\_\_\_\_ executed between M/s DLF \_\_\_\_\_ and M/s. \_\_\_\_\_ contents thereof.
2. We are fully aware with the terms and conditions of the abovementioned Lease Deed. We are aware that as per the terms and conditions of the aforementioned Lease Deed, in case of merger/consolidation or amalgamation of the Lessee with any other entity, a fresh Lease Deed shall be executed between the Lessor and the other entity as provided in clause \_\_\_\_\_ - of the Annexure I of the abovesaid Lease Deed.
3. We undertake that as per the provisions of the Lease Deed we shall execute a fresh lease deed on same terms and conditions within 30 days of passing of the order by the Court approving the scheme of merger.
4. We are aware that we will step into the shoes of \_\_\_\_\_ and that our liability to make payments of rental and other charges as per the Lease Deed shall commence from the date of passing of the final order approving the merger. Till then the payments of rent and other charges payable under the Lease Deed shall be borne and paid regularly by M/s. \_\_\_\_\_.
5. We unequivocally agree, confirm and acknowledge to the Lessor that we shall be responsible for enforcement/compliance of all the terms and conditions of the Lease Deed and that we bind ourselves with the terms and conditions of the aforementioned Lease Deed and we shall also be liable for breach/non-compliance of the terms and conditions as per the Lease Deed dated \_\_\_\_\_.

\_\_\_\_\_  
(Authorised Signatory)

Confirmed by:

( \_\_\_\_\_ )  
THE LESSEE

## ELECTRONIC CLEARING SYSTEM ACTIVATION FORM

1 **Name of the Vendor:** DLF Assets Private Limited  
2 **Contact person:** R. Ramgopal  
3 **Designation:** Senior Manager – Accounts  
4 **Address:** Upper Basement, Block 1B,  
DLF IT Park @ Chennai,  
1/124 Shivaji Gardens, Moonlight Stop,  
Nandambakkam Post, Manapakkam,  
Mount Poonamallee Road,  
Chennai 600 089  
5 **Mobile No:** +91 9962003099  
6 **Contact No:** +91 – 44 – 45497601  
7 **Email ID:** r-ramgopal@dlf.in  
8 **Fax:** +91 – 44 – 42669802  
9 **Bank Name:** CITI BANK  
10 **Bank Address:** CONNAUGHT PLACE, NEW DELHI  
11 **Account No.:** 0028681224  
12 **Permanent Account Number** AACCD4923A  
13 **Tax Account Number** DELD09632A  
14 **NEFT Code:** –  
15 **RTGS Code:** IFSC: CITI0000002  
16 **Swift Code \*:** Not Applicable

- THE LESSEE to check with concerned bank for NEFT / RTGS / SWIFT Codes.
- Swift Code is required in case THE LESSEE has an account with HSBC bank.
- Bill-wise details against NEFT/RTGS payments by mail.

LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT made on this 8<sup>th</sup> day of March, 2016 BETWEEN **GODREJ & BOYCE MANUFACTURING COMPANY LTD. (PAN Number - AAACG1395D)**, a Company incorporated under the provisions of the Indian Companies Act, 1913, and having its Registered Office at Pirojshanagar, Vikhroli, Mumbai 400079 hereinafter referred to as the “**Licensor**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors and permitted assigns) of the ONE PART;

AND

**WNS Global Services Pvt. Ltd. (PAN Number – AAACW2598L)**, a Company incorporated under the Companies Act, 1956, and having its Registered Office at Plant 10, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (West), Mumbai 400 079 hereinafter referred to as “**the Licensee**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors and permitted assigns) of the OTHER PART.



The “**Licenser**” and the “**Licensee**” are hereinafter together always referred to as the “Parties” and are individually, when necessary, referred to as “Party”.

WHEREAS the **Licenser** is the owner of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those lands lying, being and situate at Pirojshanagar, Vikhroli, Mumbai 400079, on which the **Licenser** has built and constructed several industrial sheds and office blocks (hereinafter referred to as the “Larger Premises”).

AND WHEREAS the **Licenser** has constructed Pl 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 occupying on Leave and License basis, 84,429 sq. ft. lying and situated at the ground floor, Upper Floor and Lower Ground Floor of Plant No. 10 as aforesaid being 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 **Licenser** to permit the **Licensee** to use and occupy the Licensed Premises which request has been acceded to by the **Licenser** and the Parties hereto have agreed to enter into a Leave & License Agreement in the manner following:

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**I. PREMISES**

1. The **Licenser** hereby grants the Leave and Licence to the **Licensee** to use and occupy 84,429 sq.ft lying and situated at the ground floor, Upper Floor and Lower Ground Floor of Plant No. 10, more particularly written and detailed in the schedule hereunder (and demarcated in the colour RED in the plan annexed hereto).
2. At all times, the ownership and legal possession of the Licensed Premises shall be that of the **Licenser**, only and the **Licensee** shall use and occupy the Licensed Premises as **Licensee** only, and shall not claim any right, title or interest of any nature whatsoever in the Licensed Premises and that nothing in this Agreement shall be construed to be a demise at law in respect of the Licensed Premises or to confer the **Licensee** any right of tenancy/sub-tenancy/lease/sub-lease, etc.

3. It is expressly agreed by and between the **Parties** that the 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.

## **II. COMMENCEMENT, DURATION, OF LEAVE AND LICENCE AND REGISTRATION OF LEAVE AND LICENCE DEED**

1. The Leave & Licence shall be deemed to have commenced on or from 16<sup>th</sup> February 2016 and shall be in force for a period of 60 months (i.e upto 15<sup>th</sup> February 2021), on the same terms and conditions herein.
2. The **Licensor** shall allow the **Licensee** to use the Licensed Premises for the period mentioned above without any hindrance, obstacle etc. subject to the **Licensee** paying the License fee.
3. Cost of Non Judicial stamp paper, registration charges and expenses in respect of this document shall be borne by the **Licensee**.
4. Original Leave and License Deed shall always remain with the **Licensor** and the certified true copy of the Leave and Licence Deed shall be retained by the **Licensee**.

## **III. LICENCE FEE**

- 1) In consideration of the grant of the Licence to use the Licensed Premises as aforesaid, the **Licensee** shall pay to the **Licensor** a monthly License fee as mentioned in the table below from 16<sup>th</sup> February 2016 ("License Fee Commencement Date").

<b>Area (sq.ft.)</b>	<b>Year 1 (Rs.) (16.02.2016 to 15.02.2017)</b>	<b>Year 2 (Rs.) (16.02.2017 to 15.02.2018)</b>	<b>Year 3 (Rs.) (16.02.2018 to 15.02.2019)</b>	<b>Year 4 (Rs.) (16.02.2019 to 15.02.2020)</b>	<b>Year 5 (Rs.) (16.02.2020 to 15.02.2021)</b>
84,429	1723995.00	1810195.00	1900704.00	1995740.00	2095527.00

- 2) Licence fee shall be paid by the **Licensee** to the **Licensor** by pay orders payable at par at Mumbai or RTGS electronic fund transfer as specified by **Licensor** on or before the 10<sup>th</sup> day of every month.

- 3) Any delay in payment of License fee shall attract interest @ 18% per annum from the due date of payment until the date of payment to be paid along with the delayed payment. The **Licensee** further undertakes and agrees that on the happening of such an event, the outstanding amount, if any due and payable by WNS to GODREJ shall be first adjusted against the interest and penal charges, if any and then only towards the monthly License fee.

**IV. PROPERTY TAXES, MUNICIPAL TAXES AND OTHER STATUTORY LEVIES RELATING TO THE SAID PREMISES/PROPERTY**

- 1) The **Licensor** shall pay the property taxes assessed / applicable as on 15<sup>th</sup> August 2005.

The assessment made by the Corporation covering the period commencing from 15<sup>th</sup> November 2002 and the tax assessed will be borne and paid by the **Licensor** and shall be taken as the basis for arriving at the future increase in taxes. Any such future increase in such taxes will be **borne and paid** by the **Licensee to the extent of 50% of such increase**.

If the **Licensor** disputes the assessment made by the municipal authorities in respect of such future increase in taxes in respect of the period covered by this **Agreement**, the **Licensor** may at its discretion adopt legal proceedings at its cost. However, in such proceedings, if the amount of taxes is required to be deposited with any authority as per law, the same will be paid by the **Licensee** to the **Licensor** upon furnishing the necessary documents to enable timely deposit of the same with such authority.

Further, the **Licensee** agrees to be liable to pay Service Tax as applicable along with applicable cess and any future taxes, duties, charges, Cess, rates and any other levies becoming payable by the **Licensor** to the statutory authorities which arise or accrue primarily due to or related to the use as per Clause 4 hereto, the manner of use of the Licensed Premises by the **Licensee**, the business of the **Licensee** and/or calculated on the License fees or other charges (outgoings including maintenance) paid or payable by the **Licensee** to the **Licensor** shall be reimbursed and borne by the **Licensee**.

**V. REPAIRS AND MAINTENANCE TO THE PREMISES**

- 1) The **Licensee** shall maintain and undertake all minor repair work relating to the Licensed Premises. In the event of any major structural defects in the Licensed Premises, it shall be the responsibility and obligation of the **Licensor** to carry out such repairs.
- 2) No major structural alteration or modification of permanent nature shall be carried out by the **Licensee**.

**VI. OBLIGATIONS OF LICENSOR**

- 1) The **Licensor** shall 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.
- 2) The **Licensor** shall provide the **Licensee** for its operation at their own cost
  - a) Water – Requisite water connection from the Municipal Corporation, subject to availability. The charges for consumption of water shall however be borne by the **Licensee** as per actual metered consumption at prevailing rates.
  - 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 electrical power by the **Licensee**.

- 3) **Licensor** shall keep the area surrounding the Licensed Premises and its approaches in clean and tidy condition.
- 4) 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 the statutory common duty of care.
- 5) The Licensee shall not be liable for any charges and outgoings in respect of the Licensed premises prior to 15<sup>th</sup> November 2002 .
- 6) The **Licensor** shall take all reasonable steps to assist the Licensee for facilitating the installation of telecommunications infrastructure, including telephone lines, leased lines, etc. by the Licensee or by a third party on its behalf.
- 7) The Licensor shall deploy its security personnel at the entrance of the appurtenant area of the Larger Premises.
- 8) The Licensor shall permit the Licensee the use and the 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 as provided herein the agreement.
- 9) The Licensor has provided the copy of occupation certificate certifying that the Licensed premises is fit for office use and occupation.

**VII. OBLIGATIONS OF THE LICENSEE**

- 1) The Licensed Premises will be used only for carrying on the business of the **Licensee** and for no other purpose.
- 2) The **Licensee** shall not be deemed to be in the exclusive occupation of the Licensed Premises and the **Licensor** will have the right to enter upon the Licensed Premises at any time to inspect the Licensed Premises 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.

- 3) The **Licensee** shall use the Licensed Premises as bare **Licensee** only and such use shall cease forthwith on the expiry of the term of this Agreement or upon sooner determination of this Agreement.
- 4) The **Licensee** shall use the Licensed Premises with due care and caution and shall keep the said Licensed Premises in good order and condition and upon the expiry of this licence, the **Licensee** shall leave the same in good condition as they are on the date hereof and shall make compensation for any damage done (reasonable wear and tear excepted) due to the **Licensee's** act or omission.
- 5) The **Licensee** shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the Licensed Premises.
- 6) On the expiration of the said term or period of the licence or earlier termination thereof, the **Licensee** shall hand over vacant and peaceful possession of the Licensed Premises to the **Licensor** in the same condition in which the Licensed Premises now exist subject to normal wear and tear. The **Licensee's** occupation of the Licensed Premises after such termination will be deemed to be that of a trespasser.
- 7) The **Licensee** shall under no circumstances assign or transfer the benefit of this Agreement to any other person.
- 8) 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 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** 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.
- 9) 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 associated or its subsidiary companies or any other persons authorized by the **Licensor** in this regard.

- 10) 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 in tenable condition.
- 11) The **Licensee** shall not in any way impede the **Licensor** or its personnel in the exercise of the right of possession and control of the Licensed Premises and every part thereof.
- 12) The **Licensee** will keep the interior of the Licensed Premises in good and substantial repair and condition.
- 13) The **Licensor's** personnel shall at all times be granted unrestricted access to the Licensed Premises including every part thereof, for the purpose of maintaining/repairing the essential services/equipments located in and around the Licensed Premises and also to check if any addition/alterations have been done by **Licensee** without the consent of the **Licensor**; **provided Licensor shall provide** prior notice to the **Licensee**.
- 14) 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 this **Agreement** 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 IX(1) will apply. Moreover the **Licensee** acknowledges the right and entitlement of the **Licensor** to terminate this **Agreement**, in such an eventuality, the **Licensee** shall hand over the 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 or any other modifications thereto, against the **Licensor** in respect of the Licensed Premises.

- 15) In the event of any amendment to the current laws or any new land laws being enacted by the Legislature, the same shall not apply to either party so as to prejudicially affect their respective rights mutually agreed hereunder.
- 16) The **Licensee** shall ensure that the **Licensor** or its representative, employee or workmen shall at all times have unobstructed access to the open areas around the Licensed Premises during the term of this Agreement for purposes of access to essential services or in case of emergencies.
- 17) **Licensee** shall be entitled to apply and obtain at its own cost separate telephone lines and 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. **Licensor** shall give necessary no objections and/or consent to enable the **Licensee** to obtain separate telephone lines, leased lines and other telecom infrastructure.

#### **VIII. NON SOLICITATION OF EMPLOYEES**

**Neither party** shall, during the term of this **Agreement** and for a period of five years thereafter, directly or indirectly solicit, recruit, or induce the employees, of the other **Party**. For the purpose of this Agreement, "solicit for hire" shall not include (a) referral made by a placement agency, (b) responses to any advertisement appearing in a newspaper, magazine, internet or trade publication.

#### **IX. TERMINATION OF THE AGREEMENT**

- 1) **Either Party** shall be entitled to terminate this **Agreement** in the event of the other **Party** committing a breach of the terms and conditions contained in this **Agreement** to be observed and performed by such other **Party** by giving 30 days advance notice in writing and if the other **Party** rectifies the breach and informs the non breaching **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, the agreement shall, at the option of the non-defaulting party stand terminated. **Licensee** shall forthwith quit, vacate and hand over the peaceful possession of the Licensed Premises within 30 days thereafter. Provided, however, that in the event of the **Licensee** failing in his obligation to correct the breach within the specified period mentioned above, the **Licensor** shall be entitled to forthwith to remove the **Licensee** from the Licensed Premises.



- 2) Notwithstanding anything contained in clause 1, the **Licensee** shall have the option to terminate the License 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 hereinabove. It is clarified that the **Licensor's** right to terminate this agreement on account of breach on the part of the **Licensee** at 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 aforesaid clause remains unaffected.
- 3) 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 the **Licensor** shall be entitled to terminate this Agreement by giving 30 days advance 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 including any amendment thereto, 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 hereinafter.
- 4) Notwithstanding anything contained Clauses 1, 2 &3 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 law, 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 the **Licensor** shall be entitled to terminate this Agreement forthwith 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 reenter the Licensed Premises.

- 5) The Licensee has represented that WNS (Holdings) Ltd., Jersey (the Ultimate Holding Company) indirectly through its subsidiaries currently holds the total outstanding voting equity shares in the Licensee (Controlling Interest). Notwithstanding anything to the contrary contained in this Agreement, the Licensee expressly agrees that in the event the Licensee undergoes a change in its ownership such that the Ultimate Holding Company no longer holds at least the Controlling Interest (being not less than fifty -one percent of the total outstanding voting equity shares) in the Licensee (whether directly or through its direct and indirect subsidiaries), then a fresh Licence may be signed by mutual agreement between the Licensor and the Licensee within 30 days from the effective date on which the Ultimate Holding Company ceases to own atleast the Controlling Interest in the Licensee (the Ownership Change Date). If the terms of the fresh Licence are not mutually acceptable, the Licensee shall thus vacate the premises within 15 months from the Ownership Change Date or end of the term of this Agreement, whichever is earlier.
- 6) On the expiry or earlier termination of this licence, the **Licensee** shall (unless otherwise agreed), 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 quiet and peaceful possession of 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 (reasonable wear and tear acceptable). The **Licensee** shall be liable to pay the amount of Rs. 11,24,659/- (Rs. Eleven Lakhs Twenty Four Thousand Six Hundred and Fifty Nine only) for each day of the Licensee failing to vacate the Licensed Premises beyond the permitted 30 days period.
- 7) Subject to Clause 5 above and the other provisions of this Agreement, it is expressly agreed between the parties hereto that the 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 Rs. 11,24,659/- (Rs. Eleven Lakhs Twenty Four Thousand Six Hundred and Fifty Nine) per day for occupying the Licensed Premises. This right will be without prejudice to the other remedies available to the **Licensor** in law.

**X. COMPLIANCE WITH LAW**

- 1) **Licensee** shall comply with all rules, regulations, ordinances and other public requirements now or hereafter pertaining to **Licensee's** use of the Licensed Premises and indemnify the **Licensor** against any breach thereof.
- 2) **Licensor** shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Licensed Premises and indemnify the **Licensees** against any breach thereof.

**XI. ARBITRATION**

- 1) 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 endeavor to settle such disputes amicably.
- 2) In case of the failure of the parties to settle such disputes within 30 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 Arbitrator and the two appointed Arbitrators shall jointly appoint the third Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996, including any amendment to it thereto shall govern the Arbitration proceedings. The Arbitration proceedings shall be in English. The place of arbitration will be Mumbai.

**XII. JURISDICTION**

The Parties expressly agree that only the competent courts of jurisdiction at Mumbai shall have exclusive jurisdiction in all matters arising hereunder.

**XIII. 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 whether the **Parties** shall contend to the contrary. This **Agreement** shall be governed and construed in accordance with the laws of India.

**XIV. ENTIRE AGREEMENT**

- 1) This Agreement and all attachments hereto set for the entire understanding and Agreement between the parties as to the Subject matter of this Agreement and merge and supersede all Previous communications, negotiations, warranties, representations and agreements either oral or written , With respect to the subject matter hereof and no addition to or Modification of this Agreement shall be binding on either party hereto unless reduced to writing and duly executed by each of the parties hereto. In the event of any conflict between the terms of this Agreement and the terms of any letter or other document, the terms of this Agreement shall govern.
- 2) In case one or more provisions contained in this Agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. Any provision which is fully or in part invalid, illegal or unenforceable shall be replaced, if possible under the applicable law ,by a provision which as nearly as possible fulfills the intent of the invalid, illegal or unenforceable provision.

**XV. FORCE MAJEURE**

- 1) Any delay or failure of performance other than payment of the Licence fee by either party to this Agreement shall not constitute default hereunder or give rise to any claims for damages against that party, if and to the extent caused by force majeure or matters beyond reasonable control of such party including, but not limited to the acts of GOD, fires, floods, severe droughts, explosion, riots, war, etc.

- 2) If the force majeure in question, prevails for a continuous period in excess of 30 days, the parties shall enter into bonafide discussions with a view to access its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. Upon cessation of the cause or causes for delay or prevention, the party affected by the force majeure shall resume the performance of the contractual obligations. In the event of force majeure the parties will make their best endeavours to and will take all reasonable measures available to mitigate the effect of such force majeure.
- 3) 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 Clause XV 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 or mutually agreed period, then the **Licensee** shall upon the expiry of the said 90 days or mutually agreed period be entitled to terminate this **Agreement** by giving to the **Licensor** 07 days notice in writing.)

#### **XVI. NOTICES**

- 1) All notices or other communications required or permitted or 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:
  - a. to the **Licensor** at its Registered office mentioned herein, and
  - b. to the **Licensee** at
    - i. the Licensed Premises and
    - ii. its registered office
- 2) 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 ought to be given.
- 3) A party may change its address for purposes hereof by notice to the other party.

**XVII. Licensor's Paramount Right on Premises**

The Licensor has the paramount right on the said Licensed Premises wherein Licensor shall be entitled to sell, transfer, lease, assign, mortgage, encumber, charge or create any third Party rights of any nature whatsoever in respect of the Licensed Premises in any manner during the term of the License if such action is not prejudicial to the rights of the Licensee to occupy the Licensed Premises.

**XVIII. Confidentiality**

The terms and conditions described in this Agreement including its existence shall be confidential information and shall not be disclosed by either Party to any third Party except their legal counsel. If any Party determines that it is required by law to disclose information regarding this Agreement, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

**XIX. No Assignment of Agreement — No Subletting of Premises**

The Licensee shall not be entitled to

(i) assign the benefit of this Agreement, and

(ii) sublet or sub-license the Premises or any part thereof. Provided That the Licensee shall, subject to prior written notice to the Licensor, be entitled to use a part of the Premises by any of its subsidiaries so long as the Licensee shall own and hold at least 51% of the equity shareholding and voting power of such subsidiaries/group companies, and the Licensee shall continue to be liable for the compliance and performance of the term, provisions and conditions of the Agreement.

**XX. Usage of Name and Logo**

Neither Party shall use the other Party's name and logo without prior written approval of the other Party.

**XXI. HEADINGS**

The subject headings on this Agreement have been placed thereon for the convenience of the Parties, and shall not be considered in any question of interpretation or construction of this Agreement.



LEAVE AND LICENCE AGREEMENT

THIS **AGREEMENT** made on this 5th day of March, 2016 BETWEEN **GODREJ & BOYCE MANUFACTURING COMPANY LTD. (PAN Number - AAACG1395D)**, a Company incorporated under the provisions of the Indian Companies Act, 1913, and having its Registered Office at Pirojshanagar, Vikhroli, Mumbai 400079 hereinafter referred to as the "**Licensor**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors and permitted assigns) of the ONE PART;

AND

**WNS Global Services Pvt. Ltd. (PAN Number – AAACW2598L)**, a Company incorporated under the Companies Act, 1956, and having its Registered Office at Plant 10, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (West), Mumbai 400 079 hereinafter referred to as "**the Licensee**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors and permitted assigns) 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”.

WHEREAS the **Licensor** is the owner of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those lands lying, being and situate at Pirojshanagar, Vikhroli, Mumbai 400079, on which 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 Building Pl no. 05 admeasuring approximately 351970 sq.ft constructed on the survey no. 35 (pt.) and 57 (pt.) of village Vikhroli corresponding to CTS No. 31 (pt.), Mumbai.

AND WHEREAS the **Licensee** is desirous of occupying on Leave and License basis, 54,000 sq. ft. lying and situated at the ground floor and 54,000 sq. ft. lying and situated on the Mezzanine floor of Plant No. 05 as aforesaid being 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 DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**I. PREMISES**

1. The **Licensor** hereby grants the Leave and Licence to the **Licensee** to use and occupy 54,000 sq. ft. lying and situated at the ground floor and 54,000 sq. ft. lying and situated on the Mezzanine floor of Plant No. 05 (Licensed Premises), more particularly written and detailed in the schedule hereunder (and demarcated in the colour RED in the plan annexed hereto).
2. At all times, the ownership and legal possession of the Licensed Premises shall be that of the **Licensor**, only and the **Licensee** shall use and occupy the Licensed Premises as **Licensee** only, and shall not claim any right, title or interest of any nature whatsoever in the Licensed Premises and that nothing in this Agreement shall be construed to be a demise at law in respect of the Licensed Premises or to confer the **Licensee** any right of tenancy/sub-tenancy/lease/sub-lease, etc.

3. It is expressly agreed by and between the **Parties** that the juridical possession of the Licensed Premises shall be always that of the **Licensors**. The **Licensee** is granted a personal, non transferable and non assignable licence to use the Licensed Premises on the terms and conditions stated.

**II. COMMENCEMENT, DURATION OF LEAVE AND LICENCE AND REGISTRATION OF LEAVE AND LICENCE DEED**

1. The Leave & Licence shall be deemed to have commenced on or from 16<sup>th</sup> February 2016 and shall be in force for a period of 60 months (i.e. up to 15<sup>th</sup> February 2021), on the same terms and conditions herein.
2. The **Licensors** shall allow the **Licensee** to use the Licensed Premises for the period mentioned above without any hindrance, obstacle etc. subject to the **Licensee** paying the License fee.
3. Cost of Non Judicial stamp paper, registration charges and expenses in respect of this document shall be borne by the **Licensee**.
4. Original Leave and Licence Deed shall always remain with the **Licensors** and the certified true copy of the Leave and Licence Deed shall be retained by the **Licensee**.

**III. LICENCE FEE**

- 1) In consideration of the grant of the Licence to use the Licensed Premises as aforesaid, the **Licensee** shall pay to the **Licensors** a monthly License fee as follows from 16<sup>th</sup> February 2016 ('License Fees Commencement Date') :

Area (sq.ft.)	Year 1 (Rs.) (16.02.2016 to 15.02.2017)	Year 2 (Rs.) (16.02.2017 to 15.02.2018)	Year 3 (Rs.) (16.02.2018 to 15.02.2019)	Year 4 (Rs.) (16.02.2019 to 15.02.2020)	Year 5 (Rs.) (16.02.2020 to 15.02.2021)
108000	2205420.00	2315691.00	2431476.00	2553049.00	2680702.00

- 2) The Licence fee shall be paid by the **Licensee** to the **Licensor** by pay orders payable at par at Mumbai or RTGS electronic fund transfer as specified by **Licensor** on or before the 10<sup>th</sup> day of every month.
- 3) Any delay in payment of License fee shall attract interest @ 18% per annum from the due date of payment until the date of payment to be paid along with the delayed payment. The **Licensee** further undertakes and agrees that on the happening of such an event, the outstanding amount, if any due and payable by WNS to GODREJ shall be first adjusted against the interest and penal charges, if any and then only towards the monthly License fee.

**IV. PROPERTY TAXES, MUNICIPAL TAXES AND OTHER STATUTORY LEVIES RELATING TO THE SAID PREMISES/PROPERTY**

- 1) The **Licensor** shall pay the property taxes assessed / applicable as on 28<sup>th</sup> February 2010.

The assessment made by the Corporation covering the period commencing from 01<sup>st</sup> June 2007 and the tax assessed will be borne and paid by the **Licensor** and shall be taken as the basis for arriving at the future increase in taxes. Any such future increase in such taxes will be borne and paid by the **Licensee**.

If the **Licensor** disputes the assessment made by the municipal authorities in respect of such future increase in taxes in respect of the period covered by this **Agreement**, the **Licensor** may at its discretion adopt legal proceedings at its cost. However, in such proceedings, if the amount of taxes is required to be deposited with any authority as per law, the same will be paid by the **Licensee** to the **Licensor** upon furnishing the necessary documents to enable timely deposit of the same with such authority.

Further, the **Licensee** agrees to be liable to pay Service Tax as applicable along with applicable cess and any future taxes, duties, charges, Cess, rates and any other levies becoming payable by the **Licensor** to the statutory authorities which arise or accrue primarily due to or related to the use as per Clause 4 hereto, the manner of use of the Licensed Premises by the **Licensee**, the business of the **Licensee** and/or calculated on the License fees or other charges (outgoings including maintenance) paid or payable by the **Licensee** to the **Licensor** shall be reimbursed and borne by the **Licensee**.

**V. REPAIRS AND MAINTENANCE TO THE PREMISES**

- 1) The **Licensee** shall maintain and undertake all minor repair work relating to the Licensed Premises. In the event of any major structural defects in the Licensed Premises, it shall be the responsibility and obligation of the **Licensor** to carry out such repairs.
- 2) No major structural alteration or modification of permanent nature shall be carried out by the **Licensee**.

**VI. OBLIGATIONS OF LICENSOR**

- 1) The **Licensor** shall 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.
- 2) The **Licensor** shall provide the **Licensee** for its operation at their own cost
  - a) Water – Requisite water connection from the Municipal Corporation, subject to availability. The charges for consumption of water shall however be borne by the **Licensee** as per actual metered consumption at prevailing rates.
  - 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 electrical power by the **Licensee**.

- 3) **Licensor** shall keep the area surrounding the Licensed Premises and its approaches in clean and tidy condition.
- 4) 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 the statutory common duty of care.
- 5) The **Licensee** shall not be liable for any charges and outgoings in respect of the Licensed premises prior to 01<sup>st</sup> June 2007.
- 6) The **Licensor** shall take all reasonable steps to assist the Licensee for facilitating the installation of telecommunications infrastructure, including telephone lines, leased lines, etc. by the Licensee or by a third party on its behalf.
- 7) The Licensor shall deploy its security personnel at the entrance of the appurtenant area of the Larger Premises.
- 8) The Licensor shall permit the Licensee the use and the 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 as provided herein the agreement.
- 9) The Licensor has provided the copy of occupation certificate certifying that the Licensed premises is fit for office use and occupation.

**VII. OBLIGATIONS OF THE LICENSEE**

- 1) The Licensed Premises will be used only for carrying on the business of the **Licensee** and for no other purpose.
- 2) The **Licensee** shall not be deemed to be in the exclusive occupation of the Licensed Premises and the **Licensor** will have the right to enter upon the Licensed Premises at any time to inspect the Licensed Premises 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.

- 3) The **Licensee** shall use the Licensed Premises as bare **Licensee** only and such use shall cease forthwith on the expiry of the term of this Agreement or upon sooner determination of this Agreement.
- 4) The **Licensee** shall use the Licensed Premises with due care and caution and shall keep the said Licensed Premises in good order and condition and upon the expiry of this licence, the **Licensee** shall leave the same in good condition as they are on the date hereof and shall make compensation for any damage done (reasonable wear and tear excepted) due to the **Licensee's** act or omission).
- 5) The **Licensee** shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the Licensed Premises.
- 6) On the expiration of the said term or period of the licence or earlier termination thereof, the **Licensee** shall hand over vacant and peaceful possession of the Licensed Premises to the **Licensor** in the same condition in which the Licensed Premises now exist subject to normal wear and tear. The **Licensee's** occupation of the Licensed Premises after such termination will be deemed to be that of a trespasser.
- 7) The **Licensee** shall under no circumstances assign or transfer the benefit of this Agreement to any other person.
- 8) 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 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** 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.
- 9) 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 associated or its subsidiary companies or any other persons authorized by the **Licensor** in this regard.

- 10) 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 in tenable condition.
- 11) The **Licensee** shall not in any way impede the **Licensor** or its personnel in the exercise of the right of possession and control of the Licensed Premises and every part thereof.
- 12) The **Licensee** will keep the interior of the Licensed Premises in good and substantial repair and condition.
- 13) The **Licensor's** personnel shall at all times be granted unrestricted access to the Licensed Premises including every part thereof, for the purpose of maintaining/repairing the essential services/equipments located in and around the Licensed Premises and also to check if any addition/alterations have been done by **Licensee** without the consent of the **Licensor**; **provided Licensor shall provide** prior notice to the **Licensee**.
- 14) 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 this **Agreement** 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 IX(1) will apply. Moreover the **Licensee** acknowledges the right and entitlement of the **Licensor** to terminate this **Agreement**, in such an eventuality, the **Licensee** shall hand over the 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 or any other modifications thereto, against the **Licensor** in respect of the Licensed Premises.

- 15) In the event of any amendment to the current laws or any new land laws being enacted by the Legislature, the same shall not apply to either party so as to prejudicially affect their respective rights mutually agreed hereunder.
- 16) The **Licensee** shall ensure that the **Licensor** or its representative, employee or workmen shall at all times have unobstructed access to the open areas around the Licensed Premises during the term of this Agreement for purposes of access to essential services or in case of emergencies.
- 17) **Licensee** shall be entitled to apply and obtain at its own cost separate telephone lines and 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. **Licensor** shall give necessary no objections and/or consent to enable the **Licensee** to obtain separate telephone lines, leased lines and other telecom infrastructure.

#### **VIII. NON SOLICITATION OF EMPLOYEES**

**Neither party** shall, during the term of this **Agreement** and for a period of five years thereafter, directly or indirectly solicit, recruit, or induce the employees, of the other **Party**. For the purpose of this Agreement, "solicit for hire" shall not include (a) referral made by a placement agency, (b) responses to any advertisement appearing in a newspaper, magazine, internet or trade publication.

#### **IX. TERMINATION OF THE AGREEMENT**

- 1) **Either Party** shall be entitled to terminate this **Agreement** in the event of the other **Party** committing a breach of the terms and conditions contained in this **Agreement** to be observed and performed by such other **Party** by giving 30 days advance notice in writing and if the other **Party** rectifies the breach and informs the non breaching **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, the agreement shall, at the option of the non-defaulting party stand terminated. **Licensee** shall forthwith quit, vacate and hand over the peaceful possession of the Licensed Premises within 30 days thereafter. Provided, however, that in the event of the **Licensee** failing in his obligation to correct the breach within the specified period mentioned above, the **Licensor** shall be entitled to forthwith to remove the **Licensee** from the Licensed Premises.



- 2) Notwithstanding anything contained in clause 1, the **Licensee** shall have the option to terminate the License 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 hereinabove. It is clarified that the **Licensor's** right to terminate this agreement on account of breach on the part of the **Licensee** at 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 aforesaid clause remains unaffected.
- 3) 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 the **Licensor** shall be entitled to terminate this Agreement by giving 30 days advance 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 including any amendment thereto, 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 hereinafter.
- 4) Notwithstanding anything contained Clauses 1, 2 &3 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 law, 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 the **Licensor** shall be entitled to terminate this Agreement forthwith 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 reenter the Licensed Premises.

- 5) The Licensee has represented that WNS (Holdings) Ltd., Jersey (the Ultimate Holding Company) indirectly through its subsidiaries currently holds the total outstanding voting equity shares in the Licensee (Controlling Interest). Notwithstanding anything to the contrary contained in this Agreement, the Licensee expressly agrees that in the event the Licensee undergoes a change in its ownership such that the Ultimate Holding Company no longer holds at least the Controlling Interest (being not less than fifty -one percent of the total outstanding voting equity shares) in the Licensee (whether directly or through its direct and indirect subsidiaries), then a fresh Licence may be signed by mutual agreement between the Licensor and the Licensee within 30 days from the effective date on which the Ultimate Holding Company ceases to own atleast the Controlling Interest in the Licensee (the Ownership Change Date). If the terms of the fresh Licence are not mutually acceptable, the Licensee shall thus vacate the premises within 15 months from the Ownership Change Date or end of the term of this Agreement, whichever is earlier.
- 6) On the expiry or earlier termination of this licence, the **Licensee** shall (unless otherwise agreed), 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 quiet and peaceful possession of 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 (reasonable wear and tear acceptable) simultaneous upon the refund of the Security Deposit by the **Licensor**. The **Licensee** shall be liable to pay the amount of Rs. 14,38,625 /- (Rs. Fourteen Lakhs Thirty Eight Thousand Six Hundred and Twenty Five Only) for each day of the Licensee failing to vacate the Licensed Premises beyond the permitted 30 days period.
- 7) Subject to Clause 5 above and the other provisions of this Agreement, it is expressly agreed between the parties hereto that the 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 Rs. 14,38,625 /- (Rs. Fourteen Lakhs Thirty Eight Thousand Six Hundred and Twenty Five Only) per day for occupying the Licensed Premises. This right will be without prejudice to the other remedies available to the **Licensor** in law.

**X. COMPLIANCE WITH LAW**

- 1) **Licensee** shall comply with all rules, regulations, ordinances and other public requirements now or hereafter pertaining to **Licensee's** use of the Licensed Premises and indemnify the **Licensor** against any breach thereof.
- 2) **Licensor** shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Licensed Premises and indemnify the **Licensees** against any breach thereof.

**XI. ARBITRATION**

- 1) 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 endeavor to settle such disputes amicably.
- 2) In case of the failure of the parties to settle such disputes within 30 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 Arbitrator and the two appointed Arbitrators shall jointly appoint the third Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996, including any amendment to it thereto shall govern the Arbitration proceedings. The Arbitration proceedings shall be in English. The place of arbitration will be Mumbai.

**XII. JURISDICTION**

The Parties expressly agree that only the competent courts of jurisdiction at Mumbai shall have exclusive jurisdiction in all matters arising hereunder.

**XIII. 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 whether the **Parties** shall contend to the contrary. This **Agreement** shall be governed and construed in accordance with the laws of India.

**XIV. ENTIRE AGREEMENT**

- 1) This Agreement and all attachments hereto set for the entire understanding and Agreement between the parties as to the Subject matter of this Agreement and merge and supersede all Previous communications, negotiations, warranties, representations and agreements either oral or written, With respect to the subject matter hereof and no addition to or Modification of this Agreement shall be binding on either party hereto unless reduced to writing and duly executed by each of the parties hereto. In the event of any conflict between the terms of this Agreement and the terms of any letter or other document, the terms of this Agreement shall govern.
- 2) In case one or more provisions contained in this Agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. Any provision which is fully or in part invalid, illegal or unenforceable shall be replaced, if possible under the applicable law, by a provision which as nearly as possible fulfills the intent of the invalid, illegal or unenforceable provision.

**XV. FORCE MAJEURE**

- 1) Any delay or failure of performance other than payment of the Licence fee by either party to this Agreement shall not constitute default hereunder or give rise to any claims for damages against that party, if and to the extent caused by force majeure or matters beyond reasonable control of such party including, but not limited to the acts of GOD, fires, floods, severe droughts, explosion, riots, war, etc.

- 2) If the force majeure in question, prevails for a continuous period in excess of 30 days, the parties shall enter into bonafide discussions with a view to access its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. Upon cessation of the cause or causes for delay or prevention, the party affected by the force majeure shall resume the performance of the contractual obligations. In the event of force majeure the parties will make their best endeavours to and will take all reasonable measures available to mitigate the effect of such force majeure.
- 3) 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 Clause XV 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 or mutually agreed period, then the **Licensee** shall upon the expiry of the said 90 days or mutually agreed period be entitled to terminate this **Agreement** by giving to the **Licensor** 07 days notice in writing.)

#### **XVI. NOTICES**

- 1) All notices or other communications required or permitted or 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:
  - a. to the **Licensor** at its Registered office mentioned herein, and
  - b. to the **Licensee** at
    - i. the Licensed Premises and
    - ii. its registered office
- 2) 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 ought to be given.
- 3) A party may change its address for purposes hereof by notice to the other party.

## **XVII. Licensor's Paramount Right on Premises**

The Licensor has the paramount right on the said Licensed Premises wherein Licensor shall be entitled to sell, transfer, lease, assign, mortgage, encumber, charge or create any third Party rights of any nature whatsoever in respect of the Licensed Premises in any manner during the term of the License if such action is not prejudicial to the rights of the Licensee to occupy the Licensed Premises.

## **XVIII. Confidentiality**

The terms and conditions described in this Agreement including its existence shall be confidential information and shall not be disclosed by either Party to any third Party except their legal counsel. If any Party determines that it is required by law to disclose information regarding this Agreement, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

## **XIX. No Assignment of Agreement — No Subletting of Premises**

The Licensee shall not be entitled to

(i) assign the benefit of this Agreement, and

(ii) sublet or sub-license the Premises or any part thereof. Provided That the Licensee shall, subject to prior written notice to the Licensor, be entitled to use a part of the Premises by any of its subsidiaries so long as the Licensee shall own and hold at least 51% of the equity shareholding and voting power of such subsidiaries/group companies, and the Licensee shall continue to be liable for the compliance and performance of the term, provisions and conditions of the Agreement.

## **XX. Usage of Name and Logo**

Neither Party shall use the other Party's name and logo without prior written approval of the other Party.

## **XXI. HEADINGS**

The subject headings on this Agreement have been placed thereon for the convenience of the **Parties**, and shall not be considered in any question of interpretation or construction of this Agreement.

**SCHEDULE**

The office block situate on the North end of Plant No. 05 admeasuring about 54,000 sq. ft., along with a Mezzanine area of about 54,000 sq.ft. constructed on Survey Nos. 35(Pt) & 57(Pt) of village Vikhroli, corresponding to CTS No. 31 (Pt), Mumbai. The above property is bounded by:

- Due North: Appurtenant open space and road
- Due South: Appurtenant open space and road
- Due East: Appurtenant open space of Pl. 05 belonging to Godrej
- Due West: Appurtenant open space and internal road

**IN WITNESS WHERE OF** the parties hereto have executed these presents on the 8<sup>th</sup> day of March, 2016.

SIGNED, SEALED AND DELIVERED )

By the within named LICENSOR )  
GODREJ & BOYCE MFG. CO. LTD. )

Through its Executive Vice President )  
Mr. Maneck H. Engineer )  
In the presence of )

\_\_\_\_\_

Signature

\_\_\_\_\_

Thumb Impression

Space for  
Photograph

WITNESS:

Address:

SIGNED, SEALED AND DELIVERED )

By the within named LICENSEE )

WNS Global Services Pvt. Ltd. )

Through its )  
)

\_\_\_\_\_

Signature

\_\_\_\_\_

Thumb Impression

Space for  
Photograph

WITNESS:

Address:

LEAVE AND LICENCE AGREEMENT

THIS **AGREEMENT** made on this 8<sup>th</sup> day of March, 2016 BETWEEN **GODREJ & BOYCE MANUFACTURING COMPANY LTD. (PAN Number - AAACG1395D)**, a Company incorporated under the provisions of the Indian Companies Act, 1913, and having its Registered Office at Pirojshanagar, Vikhroli, Mumbai 400079 hereinafter referred to as the “**Licensor**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors and permitted assigns) of the ONE PART;

AND

**WNS Global Services Pvt. Ltd. (PAN Number – AAACW2598L)**, a Company incorporated under the Companies Act, 1956, and having its Registered Office at Plant 10, Godrej & Boyce Complex, Pirojshanagar, Vikhroli (West), Mumbai 400 079 hereinafter referred to as “**the Licensee**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors and permitted assigns) 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”.

WHEREAS the **Licensor** is the owner of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those lands lying, being and situate at Pirojshanagar, Vikhroli, Mumbai 400079, on which 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. 11 admeasuring about 1,18,000 constructed on the survey no. 56 (pt.) and 57 (pt.) of village Vikhroli corresponding to CTS No. 7 (pt.), Mumbai.

AND WHEREAS the **Licensee** is desirous of occupying on Leave and License basis, 84,934 sq. ft. lying and situated at the ground floor, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor and the Mezzanine floor of Plant No. 11 as aforesaid being 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 DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**I. PREMISES**

1. The **Licensor** hereby grants the Leave and Licence to the **Licensee** to use and occupy 84,934 sq. ft. lying and situated on the Ground floor, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor and the Mezzanine floor of Plant No. 11 (Licensed Premises), more particularly written and detailed in the schedule hereunder (and demarcated in the colour RED in the plan annexed hereto).
2. At all times, the ownership and legal possession of the Licensed Premises shall be that of the **Licensor**, only and the **Licensee** shall use and occupy the Licensed Premises as **Licensee** only, and shall not claim any right, title or interest of any nature whatsoever in the Licensed Premises and that nothing in this Agreement shall be construed to be a demise at law in respect of the Licensed Premises or to confer the **Licensee** any right of tenancy/sub-tenancy/lease/sub-lease, etc.

3. It is expressly agreed by and between the **Parties** that the juridical possession of the Licensed Premises shall be always that of the **Licensors**. The **Licensee** is granted a personal, non transferable and non assignable licence to use the Licensed Premises on the terms and conditions stated.

## **II. COMMENCEMENT, DURATION OF LEAVE AND LICENCE AND REGISTRATION OF LEAVE AND LICENCE DEED**

1. The Leave & Licence shall be deemed to have commenced on or from 16<sup>th</sup> February 2016 and shall be in force for a period of 60 months (i.e upto 15<sup>th</sup> February 2021), on the same terms and conditions herein.
2. The **Licensors** shall allow the **Licensee** to use the Licensed Premises for the period mentioned above without any hindrance, obstacle etc. subject to the **Licensee** paying the License fee.
3. Cost of Non Judicial stamp paper, registration charges and expenses in respect of this document shall be borne by the **Licensee**.
4. Original Leave and Licence Deed shall always remain with the **Licensors** and the certified true copy of the Leave and Licence Deed shall be retained by the **Licensee**.

## **III. LICENCE FEE**

- 1) In consideration of the grant of the Licence to use the Licensed Premises as aforesaid, the **Licensee** shall pay to the **Licensors** a monthly License fee as follows from 16<sup>th</sup> February 2016 ('License Fees Commencement Date') :

<b>Area (sq.ft.)</b>	<b>Year 1 (Rs.) (16.02.2016 to 15.02.2017)</b>	<b>Year 2 (Rs.) (16.02.2017 to 15.02.2018)</b>	<b>Year 3 (Rs.) (16.02.2018 to 15.02.2019)</b>	<b>Year 4 (Rs.) (16.02.2019 to 15.02.2020)</b>	<b>Year 5 (Rs.) (16.02.2020 to 15.02.2021)</b>
84934	1734390	1821110	1912165	2007773	2108162

- 2) The Licence fee shall be paid by the **Licensee** to the **Licensor** by pay orders payable at par at Mumbai or RTGS electronic fund transfer as specified by **Licensor** on or before the 10<sup>th</sup> day of every month.
- 3) Any delay in payment of License fee shall attract interest @ 18% per annum from the due date of payment until the date of payment to be paid along with the delayed payment. The **Licensee** further undertakes and agrees that on the happening of such an event, the outstanding amount, if any due and payable by WNS to GODREJ shall be first adjusted against the interest and penal charges, if any and then only towards the monthly License fee.

**IV. PROPERTY TAXES, MUNICIPAL TAXES AND OTHER STATUTORY LEVIES RELATING TO THE SAID PREMISES/PROPERTY**

- 1) The **Licensor** shall pay the property taxes assessed / applicable as on 23<sup>rd</sup> January, 2009

The assessment made by the Corporation covering the period commencing from 1<sup>st</sup> December, 2004 and the tax assessed will be borne and paid by the **Licensor** and shall be taken as the basis for arriving at the future increase in taxes. Any such future increase in such taxes. Any such Future increase in such taxes for the area excluding the mezzanine floor (having aggregate area of 50538 sq.ft) will be borne and paid by the **Licensee** To the extent of 50% of such increase. The Licensee further agrees to reimburse all taxes, cesses, duties, impositions and levies imposed by the Corporation, which is in excess of Rs3/sq. ft of built up area of mezzanine floor having aggregate area 34396 sq. ft

If the **Licensor** disputes the assessment made by the municipal authorities in respect of such future increase in taxes in respect of the period covered by this **Agreement**, the **Licensor** may at its discretion adopt legal proceedings at its cost. However, in such proceedings, if the amount of taxes is required to be deposited with any authority as per law, the same will be paid by the **Licensee** to the **Licensor** upon furnishing the necessary documents to enable timely deposit of the same with such authority.

Further, the **Licensee** agrees to be liable to pay Service Tax as applicable along with applicable cess and any future taxes, duties, charges, Cess, rates and any other levies becoming payable by the **Licensor** to the statutory authorities which arise or accrue primarily due to or related to the use as per Clause 4 hereto, the manner of use of the Licensed Premises by the **Licensee**, the business of the **Licensee** and/or calculated on the License fees or other charges (outgoings including maintenance) paid or payable by the **Licensee** to the **Licensor** shall be reimbursed and borne by the **Licensee**.

**V. REPAIRS AND MAINTENANCE TO THE PREMISES**

- 1) The **Licensee** shall maintain and undertake all minor repair work relating to the Licensed Premises. In the event of any major structural defects in the Licensed Premises, it shall be the responsibility and obligation of the **Licensor** to carry out such repairs.
- 2) No major structural alteration or modification of permanent nature shall be carried out by the **Licensee**.

**VI. OBLIGATIONS OF LICENSOR**

- 1) The **Licensor** shall 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.
- 2) The **Licensor** shall provide the **Licensee** for its operation at their own cost
  - a) Water – Requisite water connection from the Municipal Corporation, subject to availability. The charges for consumption of water shall however be borne by the **Licensee** as per actual metered consumption at prevailing rates.
  - 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 electrical power by the **Licensee**.

- 3) **Licensor** shall keep the area surrounding the Licensed Premises and its approaches in clean and tidy condition.
- 4) 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 the statutory common duty of care.
- 5) The **Licensee** shall not be liable for any charges and outgoings in respect of the Licensed premises prior to 1<sup>st</sup> December 2004
- 6) The **Licensor** shall take all reasonable steps to assist the Licensee for facilitating the installation of telecommunications infrastructure, including telephone lines, leased lines, etc. by the Licensee or by a third party on its behalf.
- 7) The Licensor shall deploy its security personnel at the entrance of the appurtenant area of the Larger Premises.
- 8) The Licensor shall permit the Licensee the use and the 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 as provided herein the agreement.
- 9) The Licensor has provided the copy of occupation certificate certifying that the Licensed premises is fit for office use and occupation.

**VII. OBLIGATIONS OF THE LICENSEE**

- 1) The Licensed Premises will be used only for carrying on the business of the **Licensee** and for no other purpose.

- 2) The **Licensee** shall not be deemed to be in the exclusive occupation of the Licensed Premises and the **Licensor** will have the right to enter upon the Licensed Premises at any time to inspect the Licensed Premises 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.
- 3) The **Licensee** shall use the Licensed Premises as bare **Licensee** only and such use shall cease forthwith on the expiry of the term of this Agreement or upon sooner determination of this Agreement.
- 4) The **Licensee** shall use the Licensed Premises with due care and caution and shall keep the said Licensed Premises in good order and condition and upon the expiry of this licence, the **Licensee** shall leave the same in good condition as they are on the date hereof and shall make compensation for any damage done (reasonable wear and tear excepted) due to the **Licensee's** act or omission).
- 5) The **Licensee** shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the Licensed Premises.
- 6) On the expiration of the said term or period of the licence or earlier termination thereof, the **Licensee** shall hand over vacant and peaceful possession of the Licensed Premises to the **Licensor** in the same condition in which the Licensed Premises now exist subject to normal wear and tear. The **Licensee's** occupation of the Licensed Premises after such termination will be deemed to be that of a trespasser.
- 7) The **Licensee** shall under no circumstances assign or transfer the benefit of this Agreement to any other person.
- 8) 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 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** 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.

- 9) 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 associated or its subsidiary companies or any other persons authorized by the **Licensor** in this regard.
- 10) 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 in tenatable condition.
- 11) The **Licensee** shall not in any way impede the **Licensor** or its personnel in the exercise of the right of possession and control of the Licensed Premises and every part thereof.
- 12) The **Licensee** will keep the interior of the Licensed Premises in good and substantial repair and condition.
- 13) The **Licensor's** personnel shall at all times be granted unrestricted access to the Licensed Premises including every part thereof, for the purpose of maintaining/repairing the essential services/equipment located in and around the Licensed Premises and also to check if any addition/alterations have been done by **Licensee** without the consent of the **Licensor**; **provided Licensor shall provide** prior notice to the **Licensee**.
- 14) 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 this **Agreement** 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 IX(1) will apply. Moreover the **Licensee** acknowledges the right and entitlement of the **Licensor** to terminate this **Agreement**, in such an eventuality, the **Licensee** shall hand over the 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 or any other modifications thereto, against the **Licensor** in respect of the Licensed Premises.

- 15) In the event of any amendment to the current laws or any new land laws being enacted by the Legislature, the same shall not apply to either party so as to prejudicially affect their respective rights mutually agreed hereunder.
- 16) The **Licensee** shall ensure that the **Licensor** or its representative, employee or workmen shall at all times have unobstructed access to the open areas around the Licensed Premises during the term of this Agreement for purposes of access to essential services or in case of emergencies.
- 17) **Licensee** shall be entitled to apply and obtain at its own cost separate telephone lines and 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. **Licensor** shall give necessary shall give the necessary no objections and/or consent to enable the **Licensee** to obtain separate telephone lines, leased lines and other telecom infrastructure.

#### **VIII. NON SOLICITATION OF EMPLOYEES**

**Neither party** shall, during the term of this **Agreement** and for a period of five years thereafter, directly or indirectly solicit, recruit, or induce the employees, of the other **Party**. For the purpose of this Agreement, "solicit for hire" shall not include (a) referral made by a placement agency, (b) responses to any advertisement appearing in a newspaper, magazine, internet or trade publication.

#### **IX. TERMINATION OF THE AGREEMENT**

- 1) **Either Party** shall be entitled to terminate this **Agreement** in the event of the other **Party** committing a breach of the terms and conditions contained in this **Agreement** to be observed and performed by such other **Party** by giving 30 days advance notice in writing and if the other **Party** rectifies the breach and informs the non breaching **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, the agreement shall, at the option of the non-defaulting party stand terminated. **Licensee** shall forthwith quit, vacate and hand over the peaceful possession of the Licensed Premises within 30 days thereafter. Provided, however, that in the event of the **Licensee** failing in his obligation to correct the breach within the specified period mentioned above, the **Licensor** shall be entitled to forthwith to remove the **Licensee** from the Licensed Premises.



- 2) Notwithstanding anything contained in clause 1, the **Licensee** shall have the option to terminate the License 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 hereinabove. It is clarified that the **Licensor's** right to terminate this agreement on account of breach on the part of the **Licensee** at 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 aforesaid clause remains unaffected.
- 3) 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 the **Licensor** shall be entitled to terminate this Agreement by giving 30 days advance 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 including any amendment thereto, 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 hereinafter.
- 4) Notwithstanding anything contained Clauses 1, 2 & 3 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 law, 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 the **Licensor** shall be entitled to terminate this Agreement forthwith 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 reenter the Licensed Premises.

- 5) The Licensee has represented that WNS (Holdings) Ltd., Jersey (the Ultimate Holding Company) indirectly through its subsidiaries currently holds the total outstanding voting equity shares in the Licensee (Controlling Interest). Notwithstanding anything to the contrary contained in this Agreement, the Licensee expressly agrees that in the event the Licensee undergoes a change in its ownership such that the Ultimate Holding Company no longer holds at least the Controlling Interest (being not less than fifty -one percent of the total outstanding voting equity shares) in the Licensee (whether directly or through its direct and indirect subsidiaries), then a fresh Licence may be signed by mutual agreement between the Licensor and the Licensee within 30 days from the effective date on which the Ultimate Holding Company ceases to own atleast the Controlling Interest in the Licensee (the Ownership Change Date). If the terms of the fresh Licence are not mutually acceptable, the Licensee shall thus vacate the premises within 15 months from the Ownership Change Date or end of the term of this Agreement, whichever is earlier.
- 6) On the expiry or earlier termination of this licence, the **Licensee** shall (unless otherwise agreed), 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 quiet and peaceful possession of 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 (reasonable wear and tear acceptable). The **Licensee** shall be liable to pay the amount of Rs. 11,31,381/- (Rs. Eleven Lakhs Thirty One Thousand Three Hundred and Eighty One Only) for each day of the Licensee failing to vacate the Licensed Premises beyond the permitted 30 days period.

- 7) Subject to Clause 5 above and the other provisions of this Agreement, it is expressly agreed between the parties hereto that the 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 Rs. 11,31,381/- (Rs. Eleven Lakhs Thirty One Thousand Three Hundred and Eighty One Only) per day for occupying the Licensed Premises. This right will be without prejudice to the other remedies available to the **Licensor** in law.

**X. COMPLIANCE WITH LAW**

- 1) **Licensee** shall comply with all rules, regulations, ordinances and other public requirements now or hereafter pertaining to **Licensee's** use of the Licensed Premises and indemnify the **Licensor** against any breach thereof.
- 2) **Licensor** shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Licensed Premises and indemnify the **Licensees** against any breach thereof.

**XI. ARBITRATION**

- 1) 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 endeavor to settle such disputes amicably.
- 2) In case of the failure of the parties to settle such disputes within 30 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 Arbitrator and the two appointed Arbitrators shall jointly appoint the third Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996, including any amendment to it thereto shall govern the Arbitration proceedings. The Arbitration proceedings shall be in English. The place of arbitration will be Mumbai.

**XII. JURISDICTION**

The Parties expressly agree that only the competent courts of jurisdiction at Mumbai shall have exclusive jurisdiction in all matters arising hereunder.

**XIII. 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 whether the **Parties** shall contend to the contrary. This **Agreement** shall be governed and construed in accordance with the laws of India.

**XIV. ENTIRE AGREEMENT**

- 1) This Agreement and all attachments hereto set for the entire understanding and Agreement between the parties as to the Subject matter of this Agreement and merge and supersede all Previous communications, negotiations, warranties, representations and agreements either oral or written, With respect to the subject matter hereof and no addition to or Modification of this Agreement shall be binding on either party hereto unless reduced to writing and duly executed by each of the parties hereto. In the event of any conflict between the terms of this Agreement and the terms of any letter or other document, the terms of this Agreement shall govern.
- 2) In case one or more provisions contained in this Agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. Any provision which is fully or in part invalid, illegal or unenforceable shall be replaced, if possible under the applicable law, by a provision which as nearly as possible fulfills the intent of the invalid, illegal or unenforceable provision.

**XV. FORCE MAJEURE**

- 1) Any delay or failure of performance other than payment of the Licence fee by either party to this Agreement shall not constitute default hereunder or give rise to any claims for damages against that party, if and to the extent caused by force majeure or matters beyond reasonable control of such party including, but not limited to the acts of GOD, fires, floods, severe droughts, explosion, riots, war, etc.

- 2) If the force majeure in question, prevails for a continuous period in excess of 30 days, the parties shall enter into bonafide discussions with a view to access its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. Upon cessation of the cause or causes for delay or prevention, the party affected by the force majeure shall resume the performance of the contractual obligations. In the event of force majeure the parties will make their best endeavours to and will take all reasonable measures available to mitigate the effect of such force majeure.
- 3) 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 Clause XV 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 or mutually agreed period, then the **Licensee** shall upon the expiry of the said 90 days or mutually agreed period be entitled to terminate this **Agreement** by giving to the **Licensor** 07 days notice in writing.)

#### **XVI. NOTICES**

- 1) All notices or other communications required or permitted or 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:
  - a. to the **Licensor** at its Registered office mentioned herein, and
  - b. to the **Licensee** at
    - i. the Licensed Premises and
    - ii. its registered office

- 2) 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 ought to be given.
- 3) A party may change its address for purposes hereof by notice to the other party.

**XVII. Licensor's Paramount Right on Premises**

The Licensor has the paramount right on the said Licensed Premises wherein Licensor shall be entitled to sell, transfer, lease, assign, mortgage, encumber, charge or create any third Party rights of any nature whatsoever in respect of the Licensed Premises in any manner during the term of the License if such action is not prejudicial to the rights of the Licensee to occupy the Licensed Premises.

**XVIII. Confidentiality**

The terms and conditions described in this Agreement including its existence shall be confidential information and shall not be disclosed by either Party to any third Party except their legal counsel. If any Party determines that it is required by law to disclose information regarding this Agreement, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

**XIX. No Assignment of Agreement — No Subletting of Premises**

The Licensee shall not be entitled to

(i) assign the benefit of this Agreement, and

(ii) sublet or sub-license the Premises or any part thereof. Provided That the Licensee shall, subject to prior written notice to the Licensor, be entitled to use a part of the Premises by any of its subsidiaries so long as the Licensee shall own and hold at least 51% of the equity shareholding and voting power of such subsidiaries/group companies, and the Licensee shall continue to be liable for the compliance and performance of the term, provisions and conditions of the Agreement.

**XX. Usage of Name and Logo**

Neither Party shall use the other Party's name and logo without prior written approval of the other Party.

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**XXXI. HEADINGS**

The subject headings on this Agreement have been placed thereon for the convenience of the Parties, and shall not be considered in any question of interpretation or construction of this Agreement.

**SCHEDULE**

An area of 84,934 sq. ft. lying and situated on the Ground floor, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor and the Mezzanine floor of Plant No. 11 on Survey Nos. 56(Pt), 57 (Pt) of village Vikhroli, corresponding to CTS No 7 (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:         Pl 11 structure belonging to Godrej & Boyce Mfg. Co. Ltd.
- Due West:        Pl 10 belonging to Godrej & Boyce Mfg. Co. Ltd.

**IN WITNESS WHERE OF** the parties hereto have executed these presents on the 8<sup>th</sup> day of March, 2016.

SIGNED, SEALED AND DELIVERED )

By the within named LICENSOR )  
GODREJ & BOYCE MFG. CO. LTD. )

Through its Executive Vice President )  
Mr. Maneck H. Engineer )  
In the presence of )

\_\_\_\_\_

Signature

\_\_\_\_\_

Thumb Impression

Space for  
Photograph

WITNESS:

Address:

SIGNED, SEALED AND DELIVERED )

By the within named LICENSEE )

WNS Global Services Pvt. Ltd. )  
Through its )

In the presence of )

\_\_\_\_\_

Signature

\_\_\_\_\_

Thumb Impression

Space for  
Photograph

WITNESS:

Address:



**WNS (HOLDINGS) LIMITED  
LIST OF SUBSIDIARIES**

<u>S/No.</u>	<u>Name of Subsidiary</u>	<u>Place of Incorporation</u>
1.	WNS Global Services Netherlands Cooperative U.A.	The Netherlands
2.	WNS North America, Inc.	Delaware, USA
3.	WNS Global Services (UK) Limited	United Kingdom
4.	WNS (Mauritius) Limited	Mauritius
5.	WNS Global Services (Romania) S.R.L.	Romania
6.	WNS Global Services Philippines, Inc.	Philippines
7.	WNS Business Consulting Services Private Limited	India
8.	WNS Assistance Limited <sup>(1)</sup>	United Kingdom
9.	Accidents Happen Assistance Limited	United Kingdom
10.	WNS Global Services Inc.	Delaware, USA
11.	Business Applications Associates Beijing Limited	China
12.	WNS Capital Investment Limited	Mauritius
13.	WNS Global Services (Private) Limited <sup>(2)</sup>	Sri Lanka
14.	WNS Customer Solutions (Singapore) Private Limited	Singapore
15.	WNS Global Services Private Limited	India
16.	WNS BPO Services Costa Rica, S.R.L.	Costa Rica
17.	WNS Global Services (Australia) Pty Ltd	Australia
18.	WNS Mauritius Limited ME (Branch)	Dubai Airport Free Zone
19.	WNS Cares Foundation <sup>(3)</sup>	India
20.	WNS Global Services (UK) Limited (Spółka Z Ograniczoną Odpowiedzialnością) Oddział W Polsce, Gdansk (Branch)	Poland
21.	WNS Global Services SA (Pty) Ltd.	South Africa
22.	Business Applications Associates Beijing Limited Guangzhou Branch (Branch)	China
23.	WNS Global Services (Dalian) Co. Ltd.	China
24.	WNS Global Services Private Limited (Singapore Branch)	Singapore
25.	WNS Legal Assistance LLP	United Kingdom
26.	WNS Assistance (Legal) Limited <sup>(4)</sup>	United Kingdom
27.	WNS Global Services (UK) Limited London Bucharest Branch <sup>(5)</sup>	Romania
28.	WNS Global Services (UK) Limited (France Branch) <sup>(6)</sup>	France

**Notes:**

- (1) WNS Workflow Technologies Limited was renamed WNS Assistance Limited effective April 13, 2016
- (2) WNS Customer Solutions (Private) Limited, which was a subsidiary of WNS Customer Solutions (Singapore) Private Limited, was amalgamated with WNS Global Services (Private) Limited effective December 31, 2015.
- (3) WNS Cares Foundation is a not-for-profit organization registered under formerly Section 25 of the Indian Companies Act, 1956 (which has become Section 8 of the Indian Companies Act, 2013), formed for the purpose of promoting corporate social responsibilities.
- (4) WNS Assistance (Legal) Limited, a wholly owned subsidiary of WNS Assistance Limited, was incorporated on April 20, 2016.
- (5) WNS Global Services (UK) Limited London Bucharest Branch was formed on February 2, 2016 and is a branch of WNS Global Services (UK) Limited.
- (6) WNS Global Services (UK) Limited (France Branch) was formed on December 16, 2015 and is a branch of WNS Global Services (UK) Limited.

**Certification of Chief Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Keshav R. Muruges, certify that:

1. I have reviewed this annual report on Form 20-F of WNS (Holdings) Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) 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) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) disclosed in this report any change in the 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; and
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: May 12, 2016

By: /s/ Keshav R. Muruges

Name: Keshav R. Muruges

Title: Group Chief Executive Officer

**Certification of Chief Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Sanjay Puria, certify that:

1. I have reviewed this annual report on Form 20-F of WNS (Holdings) Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) 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) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) disclosed in this report any change in the 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; and
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: May 12, 2016

By: /s/ Sanjay Puria

Name: Sanjay Puria

Title: Group 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, 2016 (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: May 12, 2016

By: /s/ Keshav R. Murugesh

Name: Keshav R. Murugesh

Title: Group 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, 2016 (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: May 12, 2016

By: /s/ Sanjay Puria

Name: Sanjay Puria

Title: Group 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 have issued our reports dated May 12, 2016 with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of WNS (Holdings) Limited on Form 20-F for the year ended March 31, 2016.

We hereby consent to the incorporation by reference of said reports in the Registration Statements of WNS (Holdings) Limited on Form S-8 (File No. 333-136168, File No. 333-157356, File No. 333-176849 and File No. 333-191416).

/s/ GRANT THORNTON INDIA LLP

Mumbai, India

May 12, 2016