

M**Particulars of a mortgage or charge****395**

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

125822/13

Please do not write
in this marginPlease complete
legibly, preferably
in black type or
bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

3

2292251

Name of Company

*insert full name of
companyWNS Global Services (UK) Limited, a company incorporated in England and Wales whose registered
office is at Acre House 11 – 15 William Road, London NW1 3ER (the "Chargor")

Date of creation of the charge

10 July 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A fixed and floating security document (the "Security Agreement") dated 10 July 2008 created by
the Chargor in favour of Morgan Walker Solicitors LLP as security trustee (the "Security Trustee")
on trust for the benefit of the Finance Parties on the terms of the Finance Documents

Amount secured by the mortgage or charge

The "Liabilities" which is defined in the Security Agreement as all present and future moneys, debts
and liabilities due, owing or incurred by any Obligor to any Finance Party under or in connection with
any Finance Document (in each case whether alone or jointly, or jointly and severally, with any other
person, whether actually or contingently and whether as principal, surety or otherwise)

Name and address of the mortgagees or persons entitled to the charge

Morgan Walker Solicitors LLP as Security Trustee for the benefit of the Finance Parties

115 Chancery Lane, London

United Kingdom

Postcode

WC2A 1PR

Presentor's name address and
reference (if any)Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000
Ref Rachel Pearson / Feng Then
(Singapore office) L-156469Please return
via
CH London CourierFor official Use
Mortgage Section

Post room

FRIDAY



LD2

LK11B1P8

25/07/2008

83

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Wentworth Allen & Gledhill*

Date 22 July 2008

On behalf of the chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Note

† Delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc., as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

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Short particulars of all the property mortgaged or charged

1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties)

- (a) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 (*Real Property*) to the Security Agreement, as set out in Note (3)) belonging to it at the date of the Security Agreement
- (b) by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Agreement and all Real Property acquired by it in the future
- (c) by way of first fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) Investments (including the shares described in Schedule 3 (*Investments*) to the Security Agreement, as set out in Note (4)),
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property (including that described in Schedule 4 (*Intellectual Property*) to the Security Agreement, as set out in Note (5)),
 - (vi) beneficial interest in any pension fund,
 - (vii) plant and machinery (except that mortgaged or charged by the Security described in paragraphs (a) or (b) above, and
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 Floating Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by paragraph 1 (*Fixed Charges*) above)

Note (1) The Security Agreement provides that

3.1 Security

The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 21 3 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause

3.2 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 21 4 (*Disposals*) of the Facility Agreement

3 3 Further assurance

Short particulars of all the property mortgaged or charged

The Chargor shall promptly do whatever the Security Trustee requires, acting reasonably

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction

3.4 Conversion by notice

The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

3.5 Automatic conversion

If

- (a) the Chargor takes any step to create any Security in breach of paragraph 3.1 (*Security*) of this Note (1) over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

Note (2) In this Form, except to the extent that the context requires otherwise

"Account Bank" means ICICI Bank UK PLC

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Agent" means ICICI Bank UK PLC

"Agency Agreement" means the agreement dated 10 July 2008 between the Borrower, the Lenders' NDU Agent and the Agent

"Arranger" means ICICI Bank UK PLC and ICICI Bank Canada

"Assignment of Put Option Agreement" means the security assignment of the Put Option Agreement dated 10 July 2008 governed by the laws of England and Wales between the Borrower and the Security Trustee

Name of Company
WNS Global Services (UK) Limited

Company Number
2292251

Short particulars of all the property mortgaged or charged

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Borrower" means WNS (Mauritius) Limited

"Borrower Account Charge" means the charge document governed by the laws of England in respect of the WNS Mauritius Designated Account and the DSRA dated 10 July 2008 between the Borrower and the Security Trustee

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Agreement

"Company" means WNS (Holdings) Limited, a company incorporated under the laws of Jersey with registration number 82262 whose registered office is at Capita Trustees Limited, PO Box 532, Channel House, 7 Esplanade, St Helier, Jersey JE4 5UW, Channel Islands

"Designated Account Charge" means the Target Designated Account Charge, the Borrower Account Charge and any other document designated as such by the Agent and the Company

"DSRA" means the US dollar denominated debt service reserve account in the name of the Borrower with account number 75886176 held with the Account Bank in London (or any other account being a renewal, redesignation or replacement of that account as the Majority Lenders may approve)

"Enforcement Event" means an Event of Default

"Event of Default" means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facility Agreement

"Facility Agreement" means the facility agreement dated 10 July 2008 between, *inter alia*, the Borrower, the lenders named in that agreement, the Security Trustee, the Arrangers, the Account Bank and the Agent

"Fee Letter" means any letter or letters dated on or after the date of the Facility Agreement between, as the case may be, the Arranger and the Borrower, the Agent and the Borrower, or the Security Trustee and the Borrower setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement

"Finance Party" means the Agent, the Security Trustee, the Arranger, the Lenders' NDU Agent, the Account Bank or a Lender

"Finance Document" means the Facility Agreement, any Security Document, any Non Disposal Document, any Fee Letter, the Syndication Side Letter, and any other document designated as such by the Agent and the Company and any reference to a **"Finance Document"** or any other agreement or instrument is to a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and

Short particulars of all the property mortgaged or charged

whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Guarantor" means an Original Guarantor or an Additional Guarantor

"Insurances" of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Lender" means any Original Lender and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Lenders' NDU Agent" means IDBI Trusteeship Services Limited, a company incorporated under the Companies Act 1956 of India, and having its registered office at Asian Building, Ground Floor, 17, R Kaman Marg, Ballard Estate, Mumbai 400 001 as agent of the Lenders appointed under the Agency Agreement

"Majority Lenders" has the meaning given to such term in the Facility Agreement

"Master Service Agreement Account" means the US\$ denominated master service agreement account to be held in the name of the Purchaser and approved by the Agent or any other account being a renewal, redesignation or replacement of that account as the Majority Lenders may approve

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"Master Service Agreement Account Charge" means the charge document in respect of the Master Service Agreement Account dated after the date of the Facility Agreement between the Purchaser and the Security Trustee

"Mauritian Account" means the account in the name of the Borrower with account number 080 070311 020 held with HSBC Bank Mauritius or any other account being a renewal, redesignation or replacement of that account as the Majority Lenders may approve

"Mauritian Account Charge" means the assignment of a bank account document governed by the laws of Mauritius in respect of the Mauritian Account entered into on 10 July 2008 between the Borrower and the Security Trustee

"NDU Providers' Agent" means IDBI Trusteeship Services Limited, a company incorporated under the Companies Act, 1956 of India and having its registered office at Asian Building, Ground Floor, 17, R Kaman Marg, Ballard Estate, Mumbai 400 001 as agent of the Borrower

"Non Disposal Document" means any Non Disposal Undertaking, any Non Disposal POA, any Designated Account Charge, the Agency Agreement and any other document designated as such by the Agent and the Company

"Non Disposal POA" means each WNS Non Disposal POA, the Target Subsidiaries Non Disposal POA and any other document designated as such by the Agent and the Company

"Non Disposal Undertaking" means each WNS Non Disposal Undertaking, the Target Subsidiaries Non Disposal Undertaking and any other document designated as such by the Agent and the Company

"Ntrance and Marketics Non Disposal POA" means the irrevocable power of attorney to be granted after the date of the Facility Agreement by the Borrower to the NDU Providers' Agent in respect of the Ntrance and Marketics Non Disposal Undertaking

"Ntrance and Marketics Non Disposal Undertaking" means the non disposal undertaking to be entered into after the date of the Facility Agreement in respect of the shares in Ntrance Customer Services Private Limited and in Marketics Technologies Private Limited between, among others, the Borrower and the Lenders' NDU Agent

"Obligor" means a Borrower or a Guarantor

"Original Lender" means ICICI Bank UK PLC and ICICI Bank Canada

"Original Guarantor" means the Chargor, WNS (Holdings) Limited, WNS Capital Investment Limited and WNS North America Inc

"Party" means a party to the Facility Agreement

"Put Option Agreement" means the put option agreement dated 10 July 2008 between the Put Providers and the Borrower

"Put Provider" means WNS Global Services Private Limited, Marketics Technologies Private Limited and any other person who becomes a Put Obligor (as defined in the Put Option Agreement) under the Put Option Agreement

"Purchaser" means WNS Capital Investment Limited

"Purchaser Share Charge" means the share pledge document governed by the laws of Mauritius in respect of the shares in the Purchaser between the Borrower and the Security Trustee

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"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Document" means the Assignment of Put Option Agreement, the Purchaser Share Charge, the Mauritian Account Charge, the Master Service Agreement Account Charge, the Sri Lankan Share Charge, the Target Share Charge, the Target Designated Account Charge, the Borrower Account Charge, the WNS Mauritius Share Charge, the WNS North America Share Charge, the Security Assignment, the WNS UK Share Charge and any other security document that may at any time be given as security for any of the Liabilities

"Sri Lankan Share Charge" means the fixed charge document governed by the laws of Sri Lanka in respect of the shares in Aviva Global Services Lanka (Private) Limited to be entered into between the Target and the Security Trustee

"Syndication Side Letter" means the syndication side letter dated 10 July 2008 between the Company and the Arranger

"Target" means Aviva Global Services Singapore Pte Ltd, a company incorporated under the laws of Singapore whose registered office is at 3 Anson Road, #07-01, Springleaf Tower, Singapore 079909

"Target's NDU Agent" means RDBI Trusteeship Services Limited, a company incorporated under the Companies Act 1956 of India, and having its registered office at Asian Building, Ground Floor, 17, R Kamani Marg, Ballard Estate, Mumbai 400 001 as agent of the Lenders appointed under the Agency Agreement

"Target Designated Account" means the US dollar denominated designated account in the name of the Target to be held with the Account Bank in London (or any other account being a renewal, redesignation, or replacement of that account as the Majority Lenders may approve)

"Target Designated Account Charge" means the charge document governed by the laws of England in respect of the Target Designated Account dated after the date of the Facility Agreement between the Target and the Security Trustee

"Target Share Charge" means the share charge document governed by the laws of Singapore in respect of the shares in the Target to be entered into between the Purchaser and the Security Trustee

"Target Subsidiaries Non Disposal POA" means the irrevocable power of attorney to be granted after the date of the Facility Agreement by the Target to the Target's NDU Agent in respect of the Target Subsidiaries Non Disposal Undertaking

"Target Subsidiaries Non Disposal Undertaking" means the non disposal undertaking to be entered into after the date of the Facility Agreement in respect of the shares in Aviva Global Services (Bangalore) Private Limited, Noida Customer Operations Private Limited, Customer Operations Services Chennai Private Limited and Aviva Global Shared Services Private Limited between, among others, the Target and the Lenders' NDU Agent

Name of Company

WNS Global Services (UK) Limited

Company Number

2292251

Short particulars of all the property mortgaged or charged

"WNS Global Services Non Disposal POA" means the irrevocable power of attorney dated on or about the date of the Facility Agreement granted by the Borrower to the NDU Providers' Agent in respect of the WNS Global Services Non Disposal Undertaking

"WNS Global Services Non Disposal Undertaking" means the non disposal undertaking dated on or about the date of the Facility Agreement in respect of the shares in WNS Global Services Private Limited between, among others, the Borrower and the Lenders' NDU Agent

"WNS Mauritius Designated Account" means the US dollar denominated designated account in the name of the Borrower with account number 75886177 held with the Account Bank in London (or any other account being a renewal, redesignation or replacement of that account as the Majority Lenders may approve)

"WNS Mauritius Share Charge" means the share pledge document dated 10 July 2008 governed by the laws of Mauritius in respect of the shares in the Borrower between the Company and the Security Trustee

"WNS Non Disposal POA" means the Ntrance and Marketics Non Disposal POA and the WNS Global Services Non Disposal POA

"WNS Non Disposal Undertaking" means the Ntrance and Marketics Non Disposal Undertaking and the WNS Global Services Non Disposal Undertaking

"WNS North America Share Charge" means the pledge agreement governed by the laws of New York in respect of the shares in WNS North America Inc between the Company and the Security Trustee

"WNS UK Share Charge" means the fixed charge document governed by the laws of England in respect of the shares in WNS Global Services (UK) Limited between the Company and the Security Trustee

Name of Company
WNS Global Services (UK) Limited

Company Number
2292251

Short particulars of all the property mortgaged or charged

Note (3) The Real Property specified in Schedule 2 (*Real Property*) to the Security Agreement is as follows

Location	Total Space	Lease Expiration	Address
United Kingdom	15,191 sq feet	26 August 2012	St Vincent, 1 cutler, Ipswich, Suffolk, IP1LL
United Kingdom	2,694 sq feet	31 October 2009	St Vincent, 1 cutler, Ipswich, Suffolk, IP1LL
United Kingdom	Not available	15 December 2009	First Floor, North Wing, The Lodge, Harmondsworth Lane, West Drayton, Middlesex UB7 0AB

Note (4) The Investments specified in Schedule 3 (*Investments*) to the Security Agreement are as follows

NONE

Note (5) The Intellectual Property specified in Schedule 4 (*Intellectual Property*) to the Security Agreement is as follows

Patents

TITLE	APPLICATION NO	GRANT NO	JURISDICTIONS	STATUS
-	-	-	-	-

Registered Designs

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS
-	-	-	-	-

Trade Marks

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS
WNS Assistance	2370077	35 & 36	UK	Registered
WNS-Extending Your Enterprise	003525417	35, 36 & 42	Community Trademark available for 27 countries in Europe including UK	Registered

Name of Company

WNS Global Services (UK) Limited

Company Number

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Short particulars of all the property mortgaged or charged

Licences and Sub-licences of Intellectual Property

LICENSOR	LICENSEE	DATE	SUBJECT MATTER
-	-	-	-

Other Intellectual Property

Exclusive license created by WNS Workflow Technologies Limited and used by WNS Global Services (UK) Ltd for auto claims software platform called Claimsflo & Operaflow in the insurance market The license is valid until 2012



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2292251
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 10 JULY 2008 AND CREATED BY WNS
GLOBAL SERVICES (UK) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 25 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES