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

**FORM 6-K**

**Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
of the Securities Exchange Act of 1934**

**For the month of January 2024**

**Commission File Number: 001-32945**

**WNS (Holdings) Limited**  
(Translation of Registrant's name into English)

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**Gate 4, Godrej & Boyce Complex  
Pirojshanagar, Vikhroli (W)  
Mumbai 400 079, India  
+91-22-6826-2100  
(Address of principal executive office)**

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F       Form 40-F

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WNS (Holdings) Limited is incorporating by reference the information and exhibits set forth in this Form 6-K into its registration statements on Form S-8 filed on July 31, 2006 (File No: 333-136168), Form S-8 filed on February 17, 2009 (File No. 333-157356), Form S-8 filed on September 15, 2011 (File No. 333-176849), Form S-8 filed on September 27, 2013 (File No. 333-191416), Form S-8 filed on October 11, 2016 (File No. 333-214042), Form S-8 filed on October 31, 2018 (File No. 333-228070) and Form S-8 filed on October 21, 2020 (File No. 333-249577).

### **Other Events**

#### *Termination and Amendment of Deposit Agreement*

WNS (Holdings) Limited (the “Company”) intends to give notice to Deutsche Bank Trust Company Americas (the “Depositary”) to terminate the Deposit Agreement, dated as of July 18, 2006 (as amended, the “Deposit Agreement”), among the Company, the Depositary and the holders and beneficial owners of American Depositary Shares (“ADSs”) evidenced by American Depositary Receipts (“ADRs”) issued thereunder, in order to exchange the outstanding ADSs for ordinary shares, par value 10 pence per share (“Shares”), of the Company, and to cause the Shares to be listed and traded on the New York Stock Exchange (the “NYSE”) in lieu of ADSs. The Company anticipates the Shares will be listed on the NYSE by March 31, 2024 and trade under the symbol “WNS.”

In connection with such termination, the Company and the Depositary have agreed to amend the Deposit Agreement (the “Amendment”) to shorten the notice period in connection with the termination of the Deposit Agreement by the Company from 90 days to 30 days.

The Depositary will give holders of ADSs notice of the Amendment today, which will become effective on February 25, 2024, being 30 days after such notice of Amendment.

A copy of the Amendment is attached hereto as Exhibit 99.1.

### **Exhibit**

99.1 [Amendment to Deposit Agreement dated as of January 26, 2024 to the Deposit Agreement dated as of July 18, 2006, among WNS \(Holdings\) Limited, Deutsche Bank Trust Company Americas, as Depositary, and the holders and beneficial owners of American Depositary Shares evidenced by American Depositary Receipts issued thereunder.](#)

**SIGNATURES**

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

Date: January 26, 2024

**WNS (Holdings) Limited**  
(Registrant)

By: /s/ Gopi Krishnan  
Name: Gopi Krishnan  
Title: General Counsel

**EXHIBIT INDEX**

- 99.1 Amendment to Deposit Agreement dated as of January 26, 2024 to the Deposit Agreement dated as of July 18, 2006, among WNS (Holdings) Limited, Deutsche Bank Trust Company Americas, as Depositary, and the holders and beneficial owners of American Depositary Shares evidenced by American Depositary Receipts issued thereunder.

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**AMENDMENT TO  
DEPOSIT AGREEMENT**

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by and among

**WNS (HOLDINGS) LIMITED**

as Issuer,

**DEUTSCHE BANK TRUST COMPANY AMERICAS**

as Depositary

AND

**THE HOLDERS AND BENEFICIAL OWNERS  
OF AMERICAN DEPOSITARY SHARES EVIDENCED BY  
AMERICAN DEPOSITARY RECEIPTS ISSUED HEREUNDER**

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**Dated as of January 26, 2024**

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**THIS AMENDMENT TO THE DEPOSIT AGREEMENT**, dated as of January 26, 2024 (hereafter, the “**Amendment**”) is amending the deposit agreement dated as of July 18, 2006 (the “**Deposit Agreement**”), and is entered into by and between (i) WNS (Holdings) Limited, a company incorporated under the laws of Jersey, Channel Islands, and its successors (the “**Company**”), (ii) Deutsche Bank Trust Company Americas, an indirect wholly owned subsidiary of Deutsche Bank A.G., acting in its capacity as depositary (the “**Depositary**”) and (iii) all Holders and Beneficial Owners of American Depositary Shares evidenced by American Depositary Receipts issued hereunder (all such capitalized terms as hereinafter defined).

**WITNESSETH THAT:**

**WHEREAS**, pursuant to the Deposit Agreement the Company established an ADR facility with the Depositary to provide for the deposit of Shares and the creation of American Depositary Shares representing the Shares so deposited; and

**WHEREAS**, it is now envisaged to amend certain provisions of the Deposit Agreement and the Receipts pursuant to the terms of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I.**

**DEFINITIONS**

SECTION 1.1 All capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Deposit Agreement.

**ARTICLE II.**

**AMENDMENTS**

SECTION 2.1 All references in the Deposit Agreement to the form of American Depositary Receipt set out in Exhibit A and Exhibit B thereto shall, as of the Effective Date (as defined herein), refer to the Receipts as amended by this Amendment.

SECTION 2.2 As of the Effective Date, Section 6.2 (*Termination*) shall be replaced in its entirety with the following:

“SECTION 6.2 Termination. The Depositary shall, at any time at the written direction of the Company, terminate this Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least **30** days prior to the date fixed in such notice for such termination, provided that the Depositary shall be reimbursed for any amounts, fees, costs or expenses owed to it in accordance with the terms of this Deposit Agreement and in accordance with any other agreements as otherwise agreed in writing between the Company and the Depositary from time to time, prior to such termination shall take effect. If 90 days shall have expired after (i) the Depositary shall have delivered to the Company a written notice of its election to resign, or (ii) the Company shall have delivered to the Depositary a written notice of the removal of the Depositary, and in either case a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.4, the Depositary may terminate this Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least 30 days prior to the date fixed for such termination.

On and after the date of termination of this Deposit Agreement, the Holder will, upon surrender of such Receipt at the Principal Office of the Depository, upon the payment of the charges of the Depository for the surrender of Receipts referred to in Section 2.6 and subject to the conditions and restrictions therein set forth, and upon payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by such Receipt. If any Receipts shall remain outstanding after the date of termination of this Deposit Agreement, the Registrar thereafter shall discontinue the registration of transfers of Receipts, and the Depository shall suspend the distribution of dividends to the Holders thereof, and shall not give any further notices or perform any further acts under this Deposit Agreement, except that the Depository shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights or other property as provided in this Deposit Agreement, and shall continue to deliver Deposited Securities, subject to the conditions and restrictions set forth in Section 2.6, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depository (after deducting, or charging, as the case may be, in each case, the charges of the Depository for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges or assessments). At any time after the expiration of six months from the date of termination of this Deposit Agreement, the Depository may sell the Deposited Securities then held hereunder and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, in an unsegregated account, without liability for interest for the pro rata benefit of the Holders of Receipts whose Receipts have not theretofore been surrendered. After making such sale, the Depository shall be discharged from all obligations under this Deposit Agreement with respect to the Receipts and the Shares, Deposited Securities and American Depositary Shares, except to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the charges of the Depository for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges or assessments). Upon the termination of this Deposit Agreement, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depository hereunder.”

SECTION 2.3 As of the Effective Date, item (21) (*Termination*) of the Form of Receipt set forth in Exhibit B to the Deposit Agreement and set forth as Exhibit (a)(2) to the Registration Statement on Form F-6 filed with the Securities Exchange Commission on December 9, 2011, shall be replaced in its entirety with the following:

“(21) Termination. The Depository shall, at any time at the written direction of the Company, terminate the Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least **30** days prior to the date fixed in such notice for such termination, provided that the Depository shall be reimbursed for any amounts, fees, costs or expenses owed to it in accordance with the terms of the Deposit Agreement and in accordance with any other agreements as otherwise agreed in writing between the Company and the Depository from time to time, prior to such termination shall take effect. If 90 days shall have expired after (i) the Depository shall have delivered to the Company a written notice of its election to resign, or (ii) the Company shall have delivered to the Depository a written notice of the removal of the Depository, and in either case a successor depository shall not have been appointed and accepted its appointment as provided herein and in the Deposit Agreement, the Depository may terminate the Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least 30 days prior to the date fixed for such termination.

On and after the date of termination of the Deposit Agreement, the Holder will, upon surrender of such Receipt at the Principal Office of the Depository, upon the payment of the charges of the Depository for the surrender of Receipts referred to in Article (2) hereof and in the Deposit Agreement and subject to the conditions and restrictions therein set forth, and upon payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by such Receipt. If any Receipts shall remain outstanding after the date of termination of the Deposit Agreement, the Registrar thereafter shall discontinue the registration of transfers of Receipts, and the Depository shall suspend the distribution of dividends to the Holders thereof, and shall not give any further notices or perform any further acts under the Deposit Agreement, except that the Depository shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights as provided in the Deposit Agreement, and shall continue to deliver Deposited Securities, subject to the conditions and restrictions set forth in the Deposit Agreement, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depository (after deducting, or charging, as the case may be, in each case, the charges of the Depository for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges or assessments). At any time after the expiration of six months from the date of termination of the Deposit Agreement, the Depository may sell the Deposited Securities then held hereunder and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, in an unsegregated account, without liability for interest for the pro rata benefit of the Holders of Receipts whose Receipts have not theretofore been surrendered. After making such sale, the Depository shall be discharged from all obligations under the Deposit Agreement with respect to the Receipts and the Shares, Deposited Securities and ADSs, except to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the charges of the Depository for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges or assessments). Upon the termination of the Deposit Agreement, the Company shall be discharged from all obligations under the Deposit Agreement except as set forth in the Deposit Agreement.”

### ARTICLE III.

#### MISCELLANEOUS

SECTION 3.1 This Amendment is dated as of the date set forth above and shall be effective on February 25, 2024, 30 days after notice of the amendments provided for herein shall have been given to the Holders (the “**Effective Date**”). From and after the Effective Date, the Deposit Agreement and the Receipts shall be amended as provided in this Amendment and references thereto shall be treated as references to them as so amended.

SECTION 3.2 Receipt certificates issued prior to the Effective Date which do not reflect the changes to the Form of American Depositary Receipt effected hereby do not need to be called in for exchange and may remain outstanding until such time as the Holders thereof choose to surrender them for any reason under the Deposit Agreement, as amended by this Amendment. The Depository is authorized and directed to take any and all actions deemed necessary to effect the foregoing.

Holders and Beneficial Owners of ADSs issued pursuant to the Deposit Agreement prior to the date hereof and outstanding as of the date hereof shall, from and after the date hereof, be deemed owners and Holders of ADSs issued pursuant to, and be subject to all of the terms and conditions of, the Deposit Agreement, as amended by this Amendment, in all respects.

SECTION 3.3 This Amendment is supplemental to the Deposit Agreement and shall be read and construed as one instrument together with the Deposit Agreement. Except as amended by this Amendment, the Deposit Agreement shall continue in full force and effect.

SECTION 3.4 This Amendment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Amendment shall not be effective until each of the parties has executed at least one counterpart.

SECTION 3.5 This Amendment shall be interpreted in accordance with, and all rights hereunder and the provisions hereof shall be governed by, the laws of the State of New York without reference to the principles of choice of law thereof. Any dispute and any non-contractual obligations arising out of or in connection with this Amendment shall be referred to and finally settled in accordance with the provisions of Section 7.6 of the Deposit Agreement.

*[Signature Pages to Follow]*

**IN WITNESS WHEREOF**, WNS (HOLDINGS) LIMITED and DEUTSCHE BANK TRUST COMPANY AMERICAS have duly executed this Amendment as of the day and year first above set forth and all Holders and Beneficial Owners shall become parties hereto upon acceptance by them of American Depositary Shares evidenced by Receipts issued in accordance with the terms hereof.

**WNS (HOLDINGS) LIMITED**

By: /s/ Gopi Krishnan

Name: Gopi Krishnan

Title: General Counsel

**DEUTSCHE BANK TRUST COMPANY AMERICAS**

By: /s/ Michael Curran

Name: Michael Curran

Title: Vice President

By: /s/ Robert Martello

Name: Robert Martello

Title: Director