



Strictly Private & Confidential

DATED

17 May 2023

(1) PURPLEBRICKS GROUP PLC

- and -

(2) STRIKE BIDCO LIMITED

- and -

(3) STRIKE LIMITED

AGREEMENT

relating to the sale and purchase of the business
and assets of Purplebricks Group plc

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THIS AGREEMENT is made on

17 May 2023

BETWEEN:

- (1) **PURPLEBRICKS GROUP PLC**, a company incorporated and registered in England and Wales with number 08047368 which has its registered office at First Floor 1 Cranmore Drive, Shirley, Solihull, United Kingdom, B90 4RZ ("**Seller**");
- (2) **STRIKE BIDCO LIMITED**, a company incorporated and registered in England and Wales with number 14856837 which has its registered office at 650 The Crescent, Colchester Business Park, Colchester, England, CO4 9YQ ("**Purchaser**"); and
- (3) **STRIKE LIMITED**, a company incorporated and registered in England and Wales with number 07622707 which has its registered office at 650 The Crescent, Colchester Business Park, Colchester, England, CO4 9YQ ("**Purchaser Guarantor**").

BACKGROUND:

- A The Seller owns and carries on the Business.
- B The Seller has agreed to sell, and the Purchaser has agreed to purchase, the Business and Assets as a going concern on the terms set out in this agreement.
- C The Purchaser Guarantor is the holding company of the Purchaser and has agreed to guarantee certain of the obligations of the Purchaser under this agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement:

"**Acquisition**" means the proposed acquisition of the Business and Assets by the Purchaser on the terms of this agreement;

"**Acquisition Dispute**" means any dispute or claim arising out of or in connection any Acquisition Document, its subject matter or formation (including any non-contractual dispute or claim);

"**Acquisition Documents**" means this agreement, the Agreed Form documents and any other documents to be delivered pursuant to the terms of this agreement;

"**Agreed Form**", in relation to a document, means the form agreed by the parties and either (a) initialled by (or on behalf of) the Seller and the Purchaser or (b) circulated by email between the Purchaser's lawyers and the Seller's Lawyers identifying such document as being in agreed form;

"**AIM Rules**" means the AIM Rules for Companies, published by the London Stock Exchange plc;

"**Assets**" means all the assets, contracts and rights owned by or licensed to the Seller in relation to the Business to be sold and purchased under this agreement being all of the assets, contracts

and rights owned by or licensed to the Seller at the Transfer Time other than the Excluded Assets;

"Assumed Liabilities" means the Liabilities (for the avoidance of doubt including any and all Liabilities whether actual, prospective or contingent) but excluding the Excluded Liabilities and the Seller's obligations to the Purchaser under the terms of this agreement arising on or prior to the Transfer Date;

"Authority" means any supra-national, national or sub-national authority, commission, department, agency, regulator, regulatory body, court, tribunal or arbitrator;

"Business" means the business carried on at the Transfer Time by the Seller being principally of an online estate agency, selling, renting and/or managing properties and associated products and services, or (for the purposes of clauses 7.1 to 7.4 only) at the date of this agreement;

"Business Claims" means:

- (a) all rights and claims of the Seller under any warranties, conditions, guarantees or indemnities, whether express or implied, in favour of the Seller in relation to any of the Assets; and
- (b) all sums to which the Seller is otherwise entitled (whether before or after Completion) from third parties or insurers in respect of loss or damage to any of the Assets before the Transfer Time;

"Business Confidential Information" means all and any information which is not in the public domain and which relates to the Business (including information relating to the products or services, processes and operations of the Business, its customer and supplier lists, price lists, contractual arrangements, market opportunities, plans and intentions, developments, data, results, inventions (whether patentable or not), know-how, show-how, trade secrets, forecasts, analyses, evaluations, research methodologies, technical or business information, personnel information and other matters concerning the business, trading or financial or other affairs of, or relating to, the Business or its customers or other persons having dealings with it), whether such information is oral, in writing, electronic or other form, whether tangible or otherwise or marked in writing as "confidential", and all and any information which has been or may be derived or obtained from any such information;

"Business Day" means a day other than a Saturday or a Sunday on which banks are open for general business in London, England;

"Business Equipment" means all the plant, equipment, machinery, technology, tools, motor vehicles, furniture, trade utensils, computer hardware and peripherals, telecommunications equipment and infrastructure, other information technology related to plant and equipment and other chattels owned or used by the Seller in relation to the Business at the Transfer Time, whether or not physically located at the Property (including without limitation those set out in Data Room document 02.01.04.10 (Fixed asset recs FY22 and FY23));

"Business IP" means all the IP which is owned by the Seller and/or used or held for use in relation to the Business at the Transfer Time (including, without limitation, those listed in Part 1 of Schedule 4);

"Business Licence" means any licence, certificate, consent, exemption, permit, registration, authorisation, permission or approval required to own and/or use the Assets and carry on the

Business in the places and in the manner in which the Business is carried on at the Transfer Time;

"Business Records" means all books of account, records, documents and information of the Seller (in whatever form held) relating to the Business, the Assets, the Equity Interests or the Employees other than the Transaction Records;

"Change of Control" in relation to the Seller it coming under the Control of any other person or persons that do not Control the Seller at the date of this agreement;

"Circular" means a circular to the Seller's shareholders and those other persons entitled to receive it including a notice convening the Seller's GM;

"Competing Business" means any business which as at the date of this agreement competes with the Business;

"Completion" means completion of the sale and purchase of the Business and Assets in accordance with this agreement which shall take place at the Transfer Time;

"Completion Date" means the Business Day on which the Condition has been satisfied, or such other date as may be agreed in writing between the Seller and the Purchaser;

"Condition" means the condition set out in clause 6.1(a);

"Consideration" means the consideration for the Business and Assets set out in clause 5.1;

"Contracts" means all the contracts, orders and arrangements (including without limitation, agency and distribution contracts, customer contracts, lease contracts, contracts relating to Licensed-In IP, contracts relating to the IT Systems and supply contracts, including any contract or arrangement with Specialist Lending Limited) entered into by or on behalf of the Seller in relation to the Business on or before the Transfer Time and which remain, in whole or in part, to be performed at the Transfer Time, including, as at the date of this agreement;

"Control" in relation to a person (the **"Controlled Person"**), means:

- (a) holding or controlling (directly or indirectly) the majority of the voting rights or share capital of the Controlled Person; or
- (b) otherwise having the power (directly or indirectly) to direct the management and policies of the Controlled Person (whether through ownership of equity interest or partnership or other ownership interests, by contract or otherwise) and Controlled and Controlling shall have a corresponding meaning,

in each case excluding Control or deemed Control arising as a result of the appointment of a liquidator or other insolvency office-holder;

"Customer Database" means all the information and records of the Seller in relation to the customers and potential customers of the Business in whatever form held;

"D&O Policies" means all directors' and officers' insurance policies effected by the Seller Group (including any active historic policies which provide cover on an occurrence basis);

"Data Room" means the electronic data room entitled "Project Gloria" hosted by Ansarada in relation to the Business, the Assets and the Seller Group as at the date of this agreement

containing documents as listed in the index in the Agreed Form (a download of which has, for evidential purposes, been delivered to the Purchaser's Lawyers on USB within 5 Business Days of the date of this agreement);

"Debts" means:

- (a) any debts or other sums which have been invoiced by the Seller, or in respect of which the Seller is entitled to raise an invoice, at the Transfer Time which arise out of or are attributable to the carrying on of the Business, together with any interest payable on those debts or other sums (including without limitation those set out in Data Room documents 02.01.04.01 and 02.01.04.04); and
- (b) the benefit of all securities, guarantees, indemnities and rights relating to those debts or other sums;

"Disclosed" means fairly disclosed by the Data Room, with sufficient detail to enable a reasonable purchaser to identify clearly and accurately the nature and scope of the matter disclosed;

"Employees" means those persons employed by the Seller as at the date of this agreement whose employment ID numbers and certain details of employment are set out in Schedule 3;

"Encumbrance" means any mortgage, charge, pledge, lien, option, restriction, assignment, right to acquire, right of pre-emption or any other form of right, interest, preference, security or encumbrance of any nature in favour of a third party or any agreement, arrangement or obligation to create any of them (excluding any matter which is Disclosed in the Data Room);

"Equity Interests" means the entire issued share capital of each the Subsidiaries together with all rights attached or accruing to such interests at Completion;

"Excluded Employee" means Helena Marie Marston;

"Excluded Assets" means:

- (a) cash in hand and at bank (excluding pending transactions) as at the Transfer Time provided it does not exceed £5,550,000 (five million, five hundred and fifty five thousand pounds) (less an amount equal to any Excluded Liabilities falling within (a) – (d) of the definition thereof which are scheduled, at the date of this Agreement, for payment on Completion but which are paid in advance of Completion) (excluding for the avoidance of doubt (i) any amounts held by Global Payments; and (ii) any amounts held in any rental deposit account by any member of the Seller Group at such time) ("**Cash Sweep Amount**"), and any bank account designated for the purpose of the holding the Cash Sweep Amount;
- (b) the Company's authorisation from the FCA under FSMA;
- (c) the D&O Policies; and
- (d) any amount of input VAT recovered or recoverable (whether by way of credit, repayment or otherwise) in respect of any Excluded Liability;

"Excluded Liabilities" means:

- (a) all of the transaction costs and expenses and other professional fees incurred by any member of the Seller Group in connection with the Strategic Review, the Formal Sale Process, insolvency or restructuring advice or any other corporate transaction related advice (obtained otherwise than in the ordinary course of business or in relation to the disposal of the Scottish Letting Business), whether or not incurred before or after 1 March 2023, including without limitation those set out in SCHEDULE 5, to the extent outstanding as at the Transfer Time or incurred thereafter;
- (b) all of the Seller's transaction costs and expenses (other than in connection with clause 13 or to the extent expressly provided in this agreement as being otherwise than at the cost of the Seller or payable by or for the account of the Purchaser) and other professional fees in respect of the period prior to the Transfer Time incurred by the Seller Group whether prior to or after the Transfer Time in connection with this Agreement or the transactions contemplated in this Agreement, to the extent outstanding as at the Transfer Time or incurred thereafter;
- (c) all of the Seller's costs and expenses and other professional fees incurred by any member of the Seller Group in connection with the Return of Capital and Winding Up whether incurred prior to or after the Transfer Time, to the extent outstanding as at the Transfer Time or incurred thereafter;
- (d) all costs and expenses and other professional fees of the Seller's Lawyers and/or PricewaterhouseCoopers LLP and/or Zeus Capital incurred by any member of the Seller Group (otherwise than at the request or with the written consent of the Purchaser), to the extent outstanding as at the Transfer Time or incurred thereafter;
- (e) (excluding for the purpose of clause 14.1) all liabilities and costs of the persons referred to in paragraph (g) to the extent covered by, and recovered and paid out pursuant to the D&O Policies;
- (f) all liabilities of any member of the Seller Group in respect of stock options in the Seller, including without limitation, any share option (whether vested or not), share incentive or similar; and
- (g) all outstanding liabilities, whether incurred before or after the Transfer Time owed at or after the Transfer Time (i) to any director of the board of directors of the Seller as at the Transfer Time (other than Dominique Highfield) and/or (ii) to the Excluded Employee (including termination, compensation and/or notice period payments as set out in the settlement agreement with the Excluded Employee in the Agreed Form) in each case by the Seller, or any other member of the Seller Group, to any such director or the Excluded Employee));

"FCA" means the UK Financial Conduct Authority;

"Formal Sale Process" means the formal sale process launched by the Company on 1 March 2023;

"FSMA" means the Financial Services and Markets Act 2000;

"Goodwill" means the goodwill of the Business together with the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Seller;

"HMRC" means HM Revenue and Customs or any successor Authority, and shall be deemed to include references to the Inland Revenue and HM Customs & Excise;

"Homeday Interests" means the 12,500 shares in the capital of Einhundertsiebte "Media" Vermögensverwaltungsgesellschaft mbH (HRB 199793B) held by the Seller

"Insolvency Event" means, in relation to a person, any of the following:

- (a) it is unable to pay its debts within the meaning of section 123(1)(e) of the Insolvency Act 1986;
- (b) the cessation or suspension of the payment of all, or a particular class of, its creditors, or a threat to do so;
- (c) the taking of any formal or informal steps with a view to the deferral, rescheduling or other readjustment of all, or a particular class of, its creditors or the taking of any formal steps to make a general assignment or arrangement or composition with or for the benefit of the relevant creditors;
- (d) any form of liquidation, receivership, administrative receivership, administration, compromise, arrangement or scheme with creditors, moratorium, stay or limitation of creditors' rights, interim or provisional supervision by the court or by persons appointed by the court (or any equivalent or similar provision under the Laws of any jurisdiction) being commenced or otherwise in place or under way in relation to it, whether in or out of court; or
- (e) any distress, execution or other process being levied against any of its assets which has not been satisfied in full;

"Insurance Policies" means all insurance policies effected by the Seller Group in relation to the Business, the Assets or the Employees which are in force at the date of this agreement (including any active historic policies which provide cover on an occurrence basis, and any for the avoidance of doubt any D&O Policies);

"Insurance Scheme" means a Scheme under which insurance is provided by an authorised Scheme provider;

"IP" means:

- (a) patents, rights in inventions, know-how, show-how and trade secrets, copyright and related rights, moral rights, registered designs, design rights, database rights, semiconductor topography rights, trade marks and service marks, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition, goodwill and rights to sue for passing-off and any other intellectual property rights (in each case, whether or not registered, and including all applications to register and rights to apply to register any of them and all rights to sue for any past or present infringement of them); and
- (b) all rights or forms of protection having equivalent or similar effect in any jurisdiction;

"IT Systems" means:

- (a) any computer systems and customer management systems owned, used, leased or licensed by or to, or for the benefit of, any member of the Seller Group (including computer hardware and peripherals, telecommunications and network equipment and infrastructure and any operating systems for them); and

(b) any other information technology related plant and equipment,

including, without limitation, those listed in Part 2 of Schedule 4;

"Irrevocable Voting Undertaking" means undertakings to vote in favour of the transaction, in each case, in the Agreed Form from Axel Springer, Paul Richard Martin Pindar, Simon Richard Downing, Helena Marie Marston and Elona Mortimer-Zhika;

"Leases" means the leases (which expression includes sub-leases and licences) under which the Leasehold Property is held, occupied or used by the Seller;

"Leasehold Property" means all and any part or parts of the leasehold property being 1st floor (Part B) One Cranmore Drive, Solihull B90 4RZ, and any other leasehold property used by the Seller Group for the purpose of carrying on the Business as at the Transfer Time (including the property at each of Fort Dunlop, Fort Parkway, Birmingham, B24 9FE; Queens Dock Business Centre, 67-83 Norfolk Street, Liverpool, L1 0BG; 1-2 Atlantic Street, Altrincham, Manchester, WA14 5FA; and 48 Charlotte Street, London W1T 2NS, the details of which have been Disclosed);

"Liabilities" means all debts, obligations and liabilities (including any liability for Taxes) of the Seller arising from or attributable to the period up to and including the Transfer Time (or the carrying on of the Business before the Transfer Time), whether arising prior to, on or following the Transfer Time;

"Licensed-In IP" means IP owned by a person other than the Seller which the Seller has a subsisting licence, permission or other contractual right (whether in writing or otherwise) to use in relation to the Business (including without limitation those set out in Part 3 of Schedule 4);

"Longstop Time" means 11.59pm on 2 June 2023, or such other time and date as may be agreed in writing between the Seller and the Purchaser;

"Loss" means costs, losses, charges, expenses (including without limitation legal fees and VAT thereon, whether recoverable or otherwise), liabilities, fines, fees, settlements, demands, claims, actions, suits, penalties, payments, damages, adverse judgments or orders or other sanctions and **"Losses"** shall be construed accordingly;

"Non-Novated Customer Contracts" means contracts for the provision of estate agency and ancillary services with the Seller Group's customers;

"Non-Transferring Employee" has the meaning given to that term in clause 13.4;

"Proceedings" has the meaning given to that term in clause 20.6(e);

"Property" means all and any part or parts of the Leasehold Property;

"Purchaser Group" means each or any of the Purchaser, any parent undertaking of the Purchaser for the time being, and any undertaking which, in relation to the Purchaser and/or any such parent undertaking, is a subsidiary undertaking for the time being and, following the Transfer Time, including the Subsidiaries (and references to a **"member of the Purchaser Group"** or, in the case of any member of the Purchaser Group, to **"its group"** shall be construed accordingly);

"Purchaser's Lawyers" means DLA Piper UK LLP of One St Peter's Square, Manchester M2 3DE (reference: Gloria / JEK);

“Regulations” means The Transfer of Undertakings (Protection of Employment) Regulations 2006;

“Rental Deposits” means all monetary deposits paid under Tenancy Agreements;

“Return of Capital and Winding Up” means any return of capital by the Company to its shareholders and/or the winding-up, liquidation, dissolution or any other form of restructuring or striking-off of the Company and in each case howsoever to be carried out following the Transfer Time;

“R&D Credit” means any research and development tax relief or credit available to the Seller under Chapter 6A, Part 3 Corporation Tax Act 2009 or Part 12 of the Corporation Tax Act 2009 that is a repayment of Tax or a cash payment in respect of a tax credit received after Completion and before such time the Seller has been struck off the register at Companies House and dissolved, in which case the amount of such R&D Credit shall be the amount of the repayment of Tax or cash payment of the tax credit;

“Scheme” means a Government approved tenancy deposit scheme for the protection of deposits received for an occupier of residential property;

“Scottish Lettings Business” means the business of residential property letting and management carried on by the Seller in Scotland;

“Seller Group” means:

- (a) prior to the Transfer Time or (for the purposes of the definition of Excluded Liabilities only) in respect of references to a period prior to the Transfer Time, each or any of the Seller, any parent undertaking of the Seller for the time being, and any undertaking which, in relation to the Seller and/or any such parent undertaking, is a subsidiary undertaking for the time being and references to a **“member of the Seller Group”** or, the case of a member of the Seller Group, to **“its group”** shall be construed accordingly; and
- (b) otherwise than as provided in (a), the Seller and any subsidiary it incorporates after the Transfer Time;

“Seller’s GM” means a general meeting of the Seller at which the Shareholder Resolution will be proposed;

“Seller’s Lawyers” means Norton Rose Fulbright LLP of 3 More London Riverside, London SE1 2AQ;

“Shareholder Resolution” has the meaning given in clause 6.1;

“Strategic Review” means the Company’s strategic review announced by the Company on 17 February 2023;

“Subsidiary Companies” means each of BFL Property Management Limited (registered in England & Wales with company number 06734084), Purplebricks Services Limited (registered in England & Wales with company number 13847583) and Purplebricks Australia Pty Limited (registered in Australia with registered number 611 543 081) (and each a **“Subsidiary Company”**);

“Tax” means any form of tax and any duty, withholding, contribution, impost or tariff in the nature of tax (including, for the avoidance of doubt, any liability under section 455 of the Corporation Tax Act 2010 or otherwise under legislation relating to tax and any national insurance contribution liabilities or deductions under PAYE in the United Kingdom, VAT and any equivalent or similar obligations elsewhere), together with all related penalties, charges, fines, surcharges and interest;

“Tax Authority” means any Authority competent to impose, assess, collect or administer any Tax;

“Tenancy Agreements” means all assured shorthold tenancy agreements, occupational contracts, private residential tenancy agreements or other letting arrangement in respect of which the Seller or any member of the Seller Group acts as agent for the relevant property owner as part of its Business;

“Third Party Consent” means any consent, agreement, approval, authorisation or waiver required from a counterparty for the assignment of any Contract to the Purchaser and, in the case of the Homeday Interests, the transfer of those interests to the Purchaser or as it may direct;

“TOGC” means the transfer of a business or part of a business as a going concern for the purposes of section 49 of the VAT Act and article 5 of the Value Added Tax (Special Provisions) Order 1995;

“Transaction Records” means all communications prior to the Transfer Time between the Seller and the Business or any member of the Seller Group (within including, without limitation, those to which the employees, directors and the Seller’s advisers (including the Seller’s Lawyers are also party)), relating to the negotiation, preparation, execution and completion of this Agreement and the transactions contemplated by it which, for the avoidance of doubt, shall continue to be the Seller’s property and no waiver of legal privilege in any such documents is made or is to be implied;

“Transfer Time” means midday on the Completion Date;

“VAT” means Value Added Tax as provided in the VAT Act and any tax introduced in addition to or replacement for the same and any similar or equivalent tax in any jurisdiction other than the UK;

“VAT Act” means the Value Added Tax Act 1994;

“Warranties” means the warranties given by the Seller in clause 15;

“Warranty Claim” means any claim for or in respect of any breach of the Warranties; and

“Work in Progress” means all unbilled work or billed work not yet paid, undertaken by or on behalf of the Seller in relation to the Business as at the Transfer Time, including the right of the Seller (whether contingent or otherwise) to bill and receive payment for such work.

1.2 In this agreement (unless the context requires otherwise):

- (a) the terms **"company"**, **"body corporate"**, **"subsidiary"**, **"holding company"**, **"undertaking"**, **"subsidiary undertaking"** and **"parent undertaking"** have the meanings given to them in the Companies Act 2006, but, for the purposes of section 1159(1) of the Companies Act 2006 a company shall be treated as a member of another company if any shares in that other company are registered in the name of

- either (a) a person by way of security (where the company has provided the security) or (b) a person as nominee for the company;
- (b) the term "**group**", in relation to a body corporate, means the body corporate, any parent undertaking of it and any undertaking which, in relation to the body corporate and/or any such parent undertaking, is a subsidiary undertaking;
 - (c) "**£**" and "**pounds**" means the lawful currency of the United Kingdom;
 - (d) references to any action being carried out or event taking place "**in the ordinary course of business**" in relation to the Business or "**in the ordinary course of the Business**" means in the ordinary course of the Business, in a manner consistent with past practice;
 - (e) "**indemnify**" or "**indemnifying**" any person "**against any Loss**" in connection with or arising out of a given circumstance shall include indemnifying such person (on an After-Tax Basis) and holding such person harmless from and against all Losses which such person may incur or suffer from time to time in connection with or arising out of such circumstance, as the case may be (including all payments, legal and other costs and expenses incurred as a consequence of or which would not have arisen but for such circumstance); and
 - (f) "**including**", "**includes**" or "**in particular**" means including, includes or in particular without limitation (whether or not expressly stated) and words introduced by words and phrases such as including, includes and in particular shall not be given a restrictive meaning or limit the generality of any preceding words or be construed as being limited to the same class or type as the preceding words where a wider construction is possible.

1.3 In this agreement (unless the context requires otherwise), any reference to:

- (a) any gender includes all genders, the singular includes the plural (and vice versa);
- (b) a company includes any company, corporation or body corporate, or any other entity having a separate legal personality; a person includes an individual, company, partnership, unincorporated association or Authority (whether or not having a separate legal personality); and any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;
- (c) "**law**" or "**laws**" includes all applicable laws (whether civil, criminal or administrative), common laws or civil codes, legislation, subordinate legislation, treaties, regulations, directives and bye-laws in any jurisdiction, in each case for the time being in force (whether before, on or after the date of this agreement);
- (d) legislation or a legislative provision includes the legislation or legislative provision as amended or re-enacted, any legislation or legislative provision which it amends or re-enacts and any subordinate legislation, in each case for the time being in force (whether before, on or after the date of this agreement);
- (e) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include the specific term stated in the language of such other jurisdiction immediately after it or, if no such term is stated, what most nearly approximates to such English term in such other jurisdiction; and any

reference to any specific English law shall be deemed to include any equivalent or similar law in any other jurisdiction;

- (f) any indemnity or covenant to pay ("**Payment Obligation**") being given on an "**After-Tax Basis**" or expressed to be "**calculated on an After-Tax Basis**" means that, when, but only to the extent that, the amount payable pursuant to such Payment Obligation ("**Payment**") is subject to a deduction or withholding required by law in respect of Tax or is chargeable to any Tax in the hands of the recipient, such amount shall be increased so as to ensure that, after taking into account:
- (i) the amount of Tax required to be deducted or withheld from, and the Tax chargeable on, such amount (including on the increased amount); and
 - (ii) any Tax credit, repayment or other benefit which is available to the indemnified party or the recipient of the Payment solely as a result of the matter or thing giving rise to the Payment Obligation, receiving the Payment or the deduction or withholding in question,

the recipient of the Payment is in the same position as it would have been in if the matter or thing giving rise to the Payment Obligation had not occurred; and

- (g) writing or written includes any method of representing or reproducing words in a legible form.

1.4 Unless the context requires otherwise, any reference in this agreement to a clause or schedule is to a clause of or schedule to this agreement, any reference to a part or paragraph is to a part or paragraph of a schedule to this agreement, any reference within a schedule to a part is to a part of that schedule, and any reference within a part of a schedule to a paragraph is to a paragraph of that part of that schedule.

1.5 This agreement incorporates the schedules to it.

1.6 The contents list, headings and any descriptive notes are for ease of reference only and shall not affect the construction or interpretation of this agreement.

2. SALE AND PURCHASE OF BUSINESS AND ASSETS

2.1 Subject to the terms of this agreement, the Seller shall sell and the Purchaser shall purchase the Business as a going concern and the Assets, including without limitation, those Assets listed below as at and with effect from the Transfer Time:

- (a) the Goodwill;
- (b) the Business Equipment;
- (c) the Work in Progress;
- (d) the benefit (subject to the burden) of the Contracts;
- (e) the Business IP;
- (f) the Customer Database;
- (g) the IT Systems owned by the Seller;

- (h) its rights in the Business Confidential Information;
- (i) the Debts;
- (j) the Leasehold Property;
- (k) all cash in hand and/or at bank of the Seller Group (if any) in excess of the Cash Sweep Amount;
- (l) the Business Records;
- (m) the benefit of the Business Claims;
- (n) the Equity Interests;
- (o) all rights of the Seller Group to monies or receipt of monies of the Seller Group held by Global Payments;
- (p) any R&D Tax Credit; and
- (q) all other assets, contracts and rights owned by or licensed to the Seller in relation to the Business.

2.2 The Seller shall sell:

- (a) the Assets free from all Encumbrances;
- (b) the Leasehold Property on and subject to the terms to be agreed in accordance with clause 18.8(c)(x), but otherwise free from all Encumbrances;
- (c) the benefit (subject to the burden) of the Contracts on and subject to the terms set out in clause 11, but otherwise free from all Encumbrances; and
- (d) the Equity Interests with full title guarantee free from all Encumbrances and together with all rights attached or accruing to it at Completion.

2.3 The Seller covenants with the Purchaser that:

- (a) save as Disclosed, it has at the date of this agreement and will have at Completion the right to transfer or to procure the transfer of the full legal and beneficial interest in the Assets to the Purchaser on the terms set out in this agreement;
- (b) it shall (at the Purchaser's expense) do everything reasonably required by the Purchaser from time to time in order to vest any of the Assets in the Purchaser at the Transfer Time or as otherwise expressly provided for in this agreement.

- 2.4 Title to the Assets shall transfer to the Purchaser at the Transfer Time or as otherwise expressly provided in this agreement.
- 2.5 The Seller agrees to procure on Completion the irrevocable waiver of any right of pre-emption or other restriction on transfer in respect of the Equity Interests or any of them conferred on any other person.
- 2.6 Subject to the terms of this agreement, the Seller shall sell and transfer and the Purchase shall purchaser the Equity Interests with effect from the Completion.
- 2.7 Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to the sale and purchase of the Assets.

3. EXCLUDED ASSETS

There are no assets (other than the Excluded Assets) owned or used by the Seller or any other member of the Seller Group that are excluded from the transfer pursuant to the terms of this agreement.

4. RISK AND INSURANCE

- 4.1 Risk in the Assets shall pass to the Purchaser at the Transfer Time.
- 4.2 The Seller shall maintain in force all the Insurance Policies up to and including the Transfer Time and shall procure that the interest of the Purchaser under or pursuant to this agreement in respect of the Assets is noted on all such policies (excluding any D&O Policy) as soon as reasonably practicable following the date of this agreement.

5. CONSIDERATION

5.1 Consideration

The consideration for the Business, Assets and Equity Interests is, and shall be satisfied by the Purchaser, as follows:

- (a) £1, which shall be paid by the Purchaser to the Seller in cash on Completion; *plus*
- (b) the assumption by the Purchaser of the Assumed Liabilities.

6. CONDITION

6.1 Condition

- (a) Completion is conditional on resolution or resolutions in the Agreed Form to approve the sale and purchased of the Business and Assets in accordance with the AIM Rules and, if required, the Takeover Code ("**Shareholder Resolution**") being passed at the Seller's GM by the Longstop Time.
- (b) The Condition is not capable of being waived.

6.2 Satisfying the Condition

- (a) The Seller shall use all reasonable endeavours to procure that the Condition in clause 6.1(a) is satisfied as soon as reasonably practicable and, in any event, by the Longstop Time.
- (b) In particular, the Seller shall:
 - (i) deliver to the Purchaser on the date of this agreement executed copies of the Irrevocable Voting Undertakings;
 - (ii) an excerpt of the minutes referred to in paragraph 1.1 of SCHEDULE 2Part 1;
 - (iii) despatch the Circular to its shareholders and those entitled to receive it on or before the date falling three (3) Business Days following the date of this agreement;
 - (iv) ensure that the Circular contains a unanimous recommendation from all of the Seller's directors that the Seller's shareholders should vote in favour of the necessary Shareholder Resolution;
 - (v) ensure that the recommendation referred to in clause 6.2(b)(iv) is not withdrawn at or before the Seller's GM; and
 - (vi) ensure that the Seller's GM takes place no later than 5.00 pm on 2 June 2023.
- (c) The Seller shall:
 - (i) not withdraw, amend, revoke or otherwise alter the Shareholder Resolution or propose any other resolution that would be inconsistent with or otherwise affects the passing of the Shareholder Resolution; and
 - (ii) not adjourn the Seller's GM or otherwise delay the passing of the Shareholder Resolution.
- (d) Nothing in clause 6.2 shall require the Seller to do or omit from doing anything required by law, regulation, an order of the court or requirement of any applicable Authority, the rules of any stock exchange which apply to the Seller or by a resolution of its shareholders passed other than in breach of this Agreement.
- (a) The obligations and restrictions under clause 6.2 shall not apply to the extent that the directors of the Seller conclude, having taken appropriate legal and financial advice, that compliance with the obligation or restriction in question would, or would reasonably be likely to, constitute a breach of their fiduciary duties as directors of the Seller.

6.3 Purchaser consent

The Seller shall procure that the Purchaser is given the opportunity to review and consent to any details or information in the Circular or any supplementary circular regarding (i) the Purchaser, the Purchaser Group and/or any shareholder of the Purchaser and/or (ii) any Acquisition Document and/or transaction contemplated by such Acquisition Document before the Circular or any supplementary circular is despatched to the Seller's shareholders and any other person entitled to receive it.

6.4 Notification obligations

The Seller shall keep the Purchaser informed as to the progress in satisfying the Condition, and shall notify the Purchaser promptly and in any event within one calendar day of:

- (a) the Condition being satisfied (with appropriate evidence of satisfaction); and
- (b) the Seller becoming aware of any matter which is likely to prevent the Condition being satisfied by the Longstop Time.

7. PRE-COMPLETION MATTERS

7.1 Operation of the Business

Pending Completion, the Seller shall, subject to clause 7.3, continue to operate the Business in the ordinary course of business as carried on prior to the date of this agreement, in a manner intended to preserve the value of the Assets and current business relationships and maintain its trading and financial position, and in accordance with all applicable laws and regulations.

7.2 Restrictions on the Seller and the Business

Subject to clause 7.3 and to the extent permitted by applicable competition laws and regulations, pending Completion the Seller shall not nor shall it agree to (whether conditionally or not):

- (a) undertake any merger, demerger or any other kind of business combination or reorganisation involving any part of the Business;
- (b) in relation to the Business, acquire or dispose of any Asset (except current assets in the ordinary course of business, the disposal of the Scottish Lettings Business and, for the avoidance of doubt, any Excluded Asset);
- (c) create any Encumbrance over any part of the Business or any Asset (except in the ordinary course of trading or, for the avoidance of doubt, over any Excluded Asset);
- (d) modify the terms on which it holds the Property (including settling any rent review relating to the Leasehold Property);
- (e) grant any interest in any Business IP;
- (f) cancel or fail to renew any registration of any registered Business IP;
- (g) delay payment of any creditors or other liabilities outside of their normal payment terms;
- (h) enter into, amend or terminate any agreement or arrangement with any member of the Seller Group (other than in the ordinary course of business on arm's length terms);

- (i) in relation to the Business, enter into, amend or terminate any material Contract and for this purpose “**material Contract**” means any Contract which is material to the Business as carried on at the date of this agreement;
- (j) cancel or fail to renew any Insurance Policies in force at the date of this agreement or knowingly do or omit to do anything which would make any such policy void or voidable (and, for the avoidance of doubt, without prejudice to the right of the Seller to obtain any other insurance policies to be effected by the Seller Group in the ordinary course of business and/or in connection with or arising as a result of the matters contemplated by this agreement including any run-off cover whether pursuant to an existing Insurance Policy or new insurance policy obtained for such purpose);
- (k) in relation to the Business, commence or settle any dispute or legal or arbitral proceedings involving an amount in excess of £20,000 (except when required by insurers or for routine debt collection in the ordinary course of business), or waive any right in relation to any such dispute or proceedings;
- (l) in relation to the Business, engage (other than where a written offer of employment has been made prior to the date of this agreement), or (except for serious misconduct or otherwise summarily) dismiss or give notice of dismissal to, any employee (other than the Excluded Employee);
- (m) make any changes to the terms and conditions of employment (including remuneration and benefits) of any Employee;
- (n) enter into, amend or terminate any collective agreements or other arrangements with any trade union, works council or other employees' representative body;
- (o) establish, participate in or contribute to any new pension scheme or grant any new retirement, death or disability benefit; or
- (p) change, discontinue or exercise any discretion in relation to any pension scheme or other retirement, death or disability benefit available to the Employees, or announce any plan, proposal or intention to do so.

7.3 Permitted actions

Clauses 7.1 and 7.2 shall not restrict or prevent the Seller nor any member of the Seller Group from doing anything in respect of the Excluded Assets and/or Excluded Liabilities and/or, in relation to the Business and/or the Assets, doing anything:

- (a) required or contemplated by, or to give effect to, any Acquisition Document;
- (b) with the Purchaser's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned) or at the Purchaser's request; or
- (c) to comply with any law, regulation or requirement or an order of any applicable Authority or the rules of any securities exchange which apply to the Seller.

7.4 Customer notices

- (a) The Seller shall be entitled to, and shall, give notice to all present customers of the Business of:

- (i) the proposed sale of the Business and introducing the Purchaser as the Seller's proposed successor in relation to the Business; and
 - (ii) the assignment (conditional of Completion) of the Seller's customer terms with them to the Purchaser.
- (b) The Seller shall be entitled to give notice to all past, present or prospective customers and shall give notice to all present customers of the Business of the immediate amendment to the Seller's online terms and conditions and privacy policy to expressly permit the transfer of the personal data in the Customer Database to a purchaser of the Assets.
 - (c) Any notice referred to in this clause 7.4 shall be in a form to be approved by both parties.
 - (d) If, after the change of terms notified by the Seller to its customers, any of the customers inform the Seller that they do not want their data to be transferred to the Purchaser in accordance with the revised terms (by 'opting out' through the Seller's website or otherwise), the Seller and the Purchaser will agree the appropriate approach to take in relation to the Contract with any such customer and whether it should be excluded from the Assets and terminated (at no cost to the Seller).

7.5 Information and access

Pending Completion, the Seller shall (subject to its confidentiality obligations and to the extent permitted by applicable laws):

- (a) keep the Purchaser informed about matters of material importance to the Business;
- (b) provide such information about the Business and the Assets to the Purchaser as it reasonably requests in writing as soon as reasonably practicable following receipt of such request; and
- (c) (subject to reasonable prior notice having been given to the Seller) allow the Purchaser and its representatives reasonable access to its premises, books and records and senior personnel during normal business hours.

7.6 Pre-completion termination

- (a) Subject to clause 21, this agreement shall terminate automatically at the Longstop Time if the Condition has not then been satisfied.
- (b) The Purchaser may terminate this agreement at any time before Completion by notice to the Seller if the Purchaser considers, acting reasonably, that there has been:
 - (i) a material breach by the Seller of clause 7.1 or 7.2; or
 - (ii) a Material Adverse Change.

For the purposes of clause 7.6 (b)(ii), "Material Adverse Change" means a breach of any Warranty given in paragraph 3 of Schedule 1.

- (c) If the Seller notifies the Purchaser at any time prior to Completion that it is in breach of any Warranty set out in Schedule 1 and notwithstanding such notice, the Purchaser

proceeds to Completion, the Purchaser shall not be entitled to bring a Warranty Claim against the Seller for breach of the relevant Warranty in Schedule 1.

7.7 Notification of changes

The Seller shall notify the Purchaser as soon as reasonably practicable if it becomes aware of anything which has given or is likely to give the Purchaser a right to terminate this agreement under clause 7.6(b). Any notification shall contain, so far as is practicable, sufficient detail to enable the Purchaser to make a reasonable assessment of the situation and its likely effect on the Business and Assets.

8. COMPLETION

8.1 Completion arrangements

Completion of the sale and purchase of the Business and Assets shall take place at the offices of the Purchaser's Lawyers (or at such other place as may be agreed in writing between the Purchaser and the Seller) at the Transfer Time on the Completion Date.

8.2 Completion actions

On Completion:

- (a) the Seller shall:
 - (i) deliver, or procure the delivery of, the documents and Assets set out in Part 1A of Schedule 2 to the Purchaser; and
 - (ii) comply, or procure compliance, with the obligations set out in that part; and
- (b) the Purchaser shall:
 - (i) deliver, or procure the delivery of, the documents set out in Part 2 of Schedule 2 to the Seller; and
 - (ii) comply, or procure compliance, with the obligations set out in that part.

8.3 Non-compliance

If, on the Completion Date, any party does not comply with its obligations under clause 8.2 in any material respect, then the Seller (in the case of the Purchaser's non-compliance) or the Purchaser (in the case of the Seller's non-compliance) may by notice to the other:

- (a) proceed to Completion to the extent reasonably practicable;
- (b) postpone Completion to another date not more than ten (10) Business Days after the Completion Date (so that the provisions of this clause 8.3 (other than this clause 8.3(b)) shall apply as if that later date is the Completion Date); or
- (c) subject to Completion having first been postponed in accordance with clause 8.3(b), terminate this agreement.

For the avoidance of doubt, in all other circumstances the parties shall proceed to Completion on the Completion Date.

8.4 Estimated cash

At least two (2) Business Days prior to the Seller's GM, the Seller shall notify the Purchaser of its reasonable estimate of the aggregate amount of cash (including cash in hand, in transit and at bank, together with accrued interest) to be held by or on behalf of the Seller Group as at the Completion Date, by providing a statement (in a form that shall be agreed between the Purchaser and the Seller (acting reasonably, and as soon as reasonably practicable following the date of this agreement)) together with evidence to support such cash estimate (including bank statements dated not earlier than two (2) Business Days before statement (as referred to in this clause 8.4) for all such bank accounts, cash book balances of any member of the Seller Group as at such date, reconciliation statements reconciling such balances with the bank statements and such other evidence as may be reasonably requested by the Purchaser from the Seller from time to time).

8.5 Transfer of Assets

The Seller shall on Completion, to the extent capable of passing by delivery on Completion, and otherwise following Completion:

- (a) deliver, or procure the delivery of, the documents and Assets set out in Part 1B of Schedule 2 to the Purchaser; and
- (b) comply, or procure compliance, with the obligations set out in that part.

8.6 Post-Completion actions

The Purchaser shall, following Completion:

- (a) deliver, or procure the delivery of, the documents set out in Part 1B of Schedule 2 to which any member of the Purchaser Group is a party to the Seller; and
- (b) comply, or procure compliance, with the obligations set out in that part.

9. LETTINGS BUSINESS

9.1 To the extent that any Rental Deposits which are held by the Seller or any member of the Seller Group as at the date of this Agreement require protection under a Scheme which has not yet occurred the Seller shall use reasonable endeavours (in so far as within its power and control to do so and having regard to clause 18.8) to protect or procure the protection of such deposits, in accordance the terms of the Tenancy Agreement and in accordance with applicable laws, on or prior to Completion or as soon as reasonably practicable thereafter.

9.2 The Seller's obligation under clause 9.1 shall apply to any Rental Deposits received by the Seller or any member of the Seller Group following the date of this agreement and prior to Completion.

9.3 Following Completion, the Seller and the Purchaser shall use reasonable endeavours to put in place such novations, new contracts or other arrangements with the relevant property owners (pursuant to and in accordance with clause 11) as are necessary to allow the Purchaser to act as the agent of each such owner in respect of the Rental Deposits and (subject to that being achieved) to release the Seller or relevant member of the Seller Group from any liability under any existing agency arrangements between the Seller (or relevant member of the Seller Group) and those owners.

- 9.4** Following Completion and until such time as the requirements of clause 9.3 are satisfied in relation to any given Rental Deposit, the Seller shall and shall procure that each relevant member of the Seller Group shall (in each case in so far as within its respective power and control to do so and having regard to clause 18.8) act in accordance with any written direction of the Purchaser relating to that Rental Deposit, subject to applicable laws, the terms of any contract between the Seller or any member of the Seller Group and the relevant property owner relating to the Rental Deposit and to the rules of the relevant Scheme.
- 9.5** Subject to the satisfaction of the requirements of clause 9.3, each of the Seller (in so far as within its power and control to do so and having regard to clause 18.8) and the Purchaser shall make (or procure the making of) all applications to and registrations with each relevant Scheme as are necessary to enable the Purchaser to act as the registered agent in respect of the Rental Deposits under each relevant Scheme and to allow the Seller to make payment to the Purchaser of any Rental Deposits which are protected under an Insurance Scheme, such that all times the protection of the relevant Scheme shall be maintained in accordance with all applicable laws in respect of each of the Rental Deposits.
- 9.6** Subject to the satisfaction of all of the requirements of clause 9.5 in relation to any Rental Deposit which is protected under an Insurance Scheme, the Seller is to make payment to the Purchaser of such money as it holds (if any) in respect of that Rental Deposit within 15 Business Days of all such requirements having been satisfied.
- 9.7** On and after Completion, each party shall from time to time promptly do (or procure to be done) all such other things and/or execute and deliver (or procure to be executed and delivered) all such other documents as may be reasonably requested of for the purpose of this clause 9.
- 9.8** Save as provided in clause 9.6, the Seller is not required to pay any Rental Deposits held by it to the Purchaser.

10. TRANSFER OF HOMEDAY INTERESTS

- 10.1** Subject to the terms of this agreement, the Seller shall sell and transfer and the Purchaser shall purchase the Homeday Interests.
- 10.2** The Homeday Interests shall be transferred to the Purchaser (or as it may direct) as soon as reasonably practicable following receipt of any Third Party Consent.
- 10.3** The Seller (insofar as within the Seller's power and control to do so and having regard to clause 18.8) and the Purchaser shall each use reasonable endeavours to procure that the requisite Third Party Consent is obtained as soon as practicable after the Transfer Time (or, if later, the date of cancellation of the admission to trading on AIM of the Seller's shares) and shall keep each other informed of progress in obtaining such Third Party Consent (provided that neither the Purchaser nor the Seller shall be obliged to make any payment, give any security or provide any guarantee or otherwise assume any new or increased liability as the basis for obtaining any such Third Party Consent).
- 10.4** Until the Homeday Interests have been transferred to the Purchaser (or as it may direct) the Seller shall (so far as the Seller lawfully may, and insofar as within the Seller's power and control to do so and having regard to clause 18.8) hold the Homeday Interests on trust for the Purchaser absolutely and exercise its voting and other rights in relation to the Homeday Interests in accordance with the direction of the Purchaser.

11. TRANSFER OF CONTRACTS

11.1 Assignment of Contracts

- (a) Subject to clause 14, this agreement constitutes an assignment to the Purchaser of the rights and benefits under each Contract:
 - (i) which can be assigned by the Seller without any Third Party Consent; and
 - (ii) which cannot be so assigned, but in respect of which such Third Party Consent has been obtained at or before the Transfer Time,in each case, with effect from the Transfer Time.
- (b) The Purchaser shall perform all the obligations of the Seller under the Contract to be discharged after the Transfer Time and shall direct the Seller (in so far as within the Seller's power and control to do so and having regard to clause 18.9) to perform any obligations which the Purchaser cannot perform.
- (c) The Purchaser shall, where required under the terms of the relevant Contract to perfect the assignment of such Contract, enter into a direct covenant with the Counterparty to carry out, perform and discharge the obligations referred to in clause 11.1(b).

11.2 Third Party Consent or Novation

Insofar as the rights and benefits under any of the Contracts cannot effectively be transferred to the Purchaser except by way of novation or with Third Party Consent and such novation or Third Party Consent has not been obtained at or before the Transfer Time:

- (a) this agreement shall not constitute an assignment or an attempted assignment of such Contract;
- (b) the Seller (insofar as within the Seller's power and control to do so and having regard to clause 18.8) and the Purchaser shall each use reasonable endeavours to procure that such novation or Third Party Consent is obtained as soon as practicable after the Transfer Time and shall keep each other informed of progress in obtaining such novation or Third Party Consent (provided that neither the Purchaser nor the Seller shall be obliged to make any payment, give any security or provide any guarantee or otherwise assume any new or increased liability as the basis for obtaining any such novation or Third Party Consent); and
- (c) upon any such Third Party Consent being obtained, this agreement shall constitute (subject to clause 14) an assignment of the rights and benefits (subject to the burden) under the Contract to which the Third Party Consent relates.

11.3 Obligations pending Third Party Consent

This clause 11.3 shall apply to each Contract to which clause 11.2 relates. Until the Contract has been novated or assigned to the Purchaser (to its reasonable satisfaction):

- (a) the Seller shall (so far as the Seller lawfully may, and insofar as within the Seller's power and control to do so and having regard to clause 18.8):
 - (i) hold the Contract on trust for the Purchaser absolutely and shall, as soon as reasonably practicable after receipt, account for and pay or otherwise transfer to the Purchaser any monies, goods or other benefits received by the Seller in respect of the Contract without any deduction or set-off save as required by law;
 - (ii) act in accordance with the directions of the Purchaser to provide for the Purchaser the benefits under the Contract and, if relevant, perform its obligations under the Contract which cannot be performed by the Purchaser; and
 - (iii) at the Purchaser's request, enforce any and all of its rights under the Contract; and
- (b) the Purchaser shall, for its own benefit and at its own expense, and if, but only to the extent, permissible and lawful under the Contract, perform all the obligations of the Seller under the Contract to be discharged after the Transfer Time and shall direct the Seller (in so far as within the Seller's power and control to do so and having regard to clause 18.8) to perform any obligations which the Purchaser cannot perform.

11.4 Non-transferring Contracts

- (a) If:
 - (i) a counterparty to a Contract gives the Seller or the Purchaser notice that it will not consent to the assignment or novation of a Contract or such Third Party Consent is otherwise not obtained within 60 calendar days the Completion Date; or
 - (ii) a counterparty to a Contract terminates or purport to terminate such Contract or shall make any other claim or pursue any other remedy on the grounds that the transfer or purported transfer of such Contract by the Seller to the Purchaser constitutes a breach of, or entitles the Counterparty to terminate, that Contract,then, the Seller (insofar as within its power and control to do so and having regard to clause 18.8) and the Purchaser shall use reasonable endeavours to procure the termination of the Contract unless otherwise agreed in writing by the parties.
- (b) The Seller and the Purchaser shall notify each other as soon as reasonably practicable on receipt of any notice from counterparty to a Contract that it does not consent to an assignment or novation of the relevant Contract or that its consent to such assignment or novation will be subject to any terms or conditions.

- 11.5 Until the date on which the Seller has been struck off the register at Companies House and dissolved, the Seller (insofar as within the Seller's power and control to do so and having regard to clause 18.8) and the Purchaser shall each use reasonable endeavours to procure a novation

in respect of each Contract (other than the Non-Novated Customer Contracts) whether or not such Contract is capable of assignment without Third Party Consent (as contemplated by clause 11.1) or an assignment of such Contract is effected (as contemplated by clause 11.2).

12. DEBTS

12.1 Assignment of Debts

This agreement constitutes an assignment of the benefit of each of the Debts to the Purchaser with effect from the Transfer Time, and the Purchaser shall be entitled to invoice, collect and receive the Debts for its own account from the Transfer Time.

12.2 Seller's obligations

Following Completion the Seller shall pay to the Purchaser (to a bank account nominated in writing by the Purchaser to the Seller from time to time) any Debts paid to it (without any deduction or set-off save as required by law) as soon as practicable and, in any event, within ten (10) Business Days of receipt of cleared funds, and shall hold all Debts paid to it on trust for the Purchaser until they are paid.

12.3 No other action

Save as set out in this clause 12, the Seller shall take no other action in relation to the Debts otherwise than with the prior written consent of the Purchaser.

13. EMPLOYEES

13.1 Transfer of Employees

The Purchaser acknowledges that, pursuant to the Regulations, at the Transfer Time it will become the employer of the Employees, but not the Excluded Employee. The contracts of employment of the Employees shall transfer automatically to the Purchaser and will have effect as if originally made between the Purchaser and the Employees.

13.2 Employee liabilities

All liabilities in relation to salaries, wages and other emoluments, holiday entitlement and all contributions for which the Seller or the Purchaser is liable as an employer (including any income tax, employer and employee NICs) in respect of any Employee under any contractual or statutory obligation shall be borne in accordance with clause 14.

13.3 Excluded Employee

If, as a result of the provisions of the Regulations, any contract of employment of the Excluded Employee is deemed or alleged to have been effected between the Excluded Employee and the Purchaser, or any liability regarding the employment of the Excluded Employee is deemed or alleged to have transferred to the Purchaser:

- (a) the Purchaser shall, within twenty (20) Business Days of becoming aware of the application or alleged application of the Regulations to any such contract or liability, notify the Seller in writing that such contract or liability is deemed or alleged to have transferred;

- (b) the Purchaser may terminate the Excluded Employee's employment within twenty (20) Business Days of notifying the Seller under clause 13.3(a) acting in consultation with the Seller and using its reasonable endeavours to minimise any loss arising;
- (c) the Seller shall indemnify the Purchaser against any Loss which the Purchaser incurs in connection with or arising out of:
 - (i) anything done or omitted to be done by any member of the Seller Group, in respect of any of the Excluded Employee, in either case at any time before the Transfer Time; and
 - (ii) any breach by the Seller of Regulations 13 or 14 of the Regulations in relation to the Excluded Employee; and
- (d) provided that the Purchaser has complied with its obligations under clause 13.3(a), the Seller shall indemnify the Purchaser against any loss which the Purchaser incurs in connection with or arising out of:
 - (i) the termination of such Excluded Employee's employment in accordance with clauses 13.3(a) and 13.3(b); and
 - (ii) in relation to any Excluded Employee whose employment is terminated in accordance with clause 13.3(b), such Excluded Employee's employment from the Transfer Time until the date of such termination, including the cost of remuneration (including any benefits, statutory deductions and holiday pay in respect of such period).

13.4 Non-transfer of Employees

If it is deemed or alleged that the contract of employment of any Employee has not transferred to the Purchaser as contemplated by clause 13.1 (a “**Non-Transferring Employee**”):

- (a) the Seller shall, within twenty (20) Business Days of becoming aware of the non-application or alleged non-application of the Regulations to the contract of employment of the Non-Transferring Employee, notify the Seller in writing that such contract has not transferred or is alleged not to have transferred; and
- (b) the Purchaser shall within ten (10) Business Days of the notification referred to in clause 13.4(a) make an offer to employ the Non-Transferring Employee on the terms and conditions that would have applied to the Non-Transferring Employee had the Non-Transferring Employee's employment transferred pursuant to the Regulations; and
- (c) the Seller may terminate any relevant Non-Transferring Employee's employment within twenty (20) Business Days of the Purchaser making its offer pursuant to clause 13.4(b) or, if the Purchaser fails to make that offer, within twenty (20) Business Days of expiry of the deadline for making that offer, acting in consultation with the Purchaser and using its reasonable endeavours to minimise any Loss arising; and

- (d) provided that the Seller has complied with its obligations under clauses 13.4(a) and 13.4(c), the Purchaser shall indemnify the Seller against any Loss which the Seller incurs in connection with or arising out of:
- (i) the termination of such Non-Transferring Employee's employment in accordance with clause 13.4(c); and
 - (ii) in relation to any Non-Transferring Employee whose employment is terminated in accordance with clause 13.4(c), such Non-Transferring Employee's employment from the Transfer Time until the date of such termination, including the cost of remuneration (including any benefits, statutory deductions and holiday pay in respect of such period).

13.5 Employee Liability Information

The Purchaser undertakes that it will not make any application pursuant to Regulation 12 of the Regulations in respect of any failure or alleged failure by Seller to provide the Employee Liability Information (as that term is defined in the Regulations). The Seller confirms that it would not be just or equitable to make any award pursuant to Regulation 12, given the terms of this Agreement. In the event that the Purchaser does make any such application the Purchaser shall indemnify the Seller against any Loss incurred by the Seller arising out of or in connection with that application.

13.6 Purchaser indemnity

Subject to clause 13.3, the Purchaser shall indemnify the Seller against any Loss which the Seller incurs, whether before or after the Transfer Time, in connection with or arising out of:

- (a) anything done or omitted to be done by the Purchaser in relation to the employment of any of the Employees (including any actual or proposed change to contracts of employment or working conditions) at any time whether before, on or after the Transfer Time;
- (b) or in relation to any Employee which does not transfer to the Purchaser pursuant to the Regulations; and
- (c) any failure by the Purchaser or the Seller to comply with their obligations under regulations 13 and 14 of the Regulations in relation to the Employees.

13.7 Pre -Transfer Consultation

The parties agree that this clause 13.7 serves as written notice from the Purchaser to the Seller pursuant to s.198A(3)(b) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA) that the Purchaser elects to undertake consultation with appropriate representatives of the Employees prior to the Transfer Time pursuant to s.188 and s.198A of TULRCA, and the Seller's agreement to that election (the TULRCA Process). In connection with the TULRCA Process the parties agree that:

- (a) the Seller shall promptly provide all assistance reasonably requested by the Purchaser in relation to the TULRCA Process, including (i) with the identification of and, to the extent necessary, the election of appropriate representatives of the Employees; (ii) assistance to enable the Purchaser to complete form HR1 and send it to the Secretary

of State in good time; (iii) assistance in relation to the drafting and distribution of written communications to the appropriate representatives of the Employees (any such communication prior to the Transfer Time must be agreed by the Seller in writing prior to the distribution to the appropriate representatives, such agreement not to be unreasonably withheld); and (iv) assistance in relation to the organisation of consultation meetings with appropriate representatives (representatives of the Seller must be permitted to attend such meetings as take place prior to the Transfer Time); and

- (b) the Purchaser shall (i) ensure that form HR1 is completed and sent to the Secretary of State in good time (ii) provide to the Seller details of all consultation meetings (and afford representatives of the Seller a reasonable opportunity to attend such meetings); (iii) provide to the Seller copies of all written communications that the Purchaser intend to issue to the appropriate representatives of the Employees or the Employees and not issue any such communications prior to the Transfer Time without the Seller's prior written consent such consent not to be unreasonably withheld or delayed (iv) not serve notice of dismissal or seek to serve notice of dismissal on any Employee prior to the Transfer Time; (v); and (vi) indemnify the Seller against all Loss incurred by the Seller arising out of or in connection any failure by the Purchaser to comply with sections 188, 188A, 193, 198A and 198B of TULRCA and any failure by the Seller to comply with its obligations under clause 13.7(a) above; and
- (c) the Purchaser shall indemnify the Seller against all Loss arising out of or in connection with claims by the Employees or their representatives which are caused by the acts or omissions of the Purchaser in the course of the TULRCA Process.

13.8 Claims handling

Where any Employee Claim is made against the Seller ("**Indemnified Party**") in respect of which the Purchaser ("**Indemnifying Party**") is liable to indemnify the Indemnified Party, the Indemnified Party shall (so far as the Indemnified Party lawfully may, and insofar as within the Seller's power and control to do so and having regard to clause 18.8):

- (a) take such steps and provide at the Indemnifying Party's expense such reasonable assistance as the Indemnifying Party may reasonably require in relation to such Employee Claim;
- (b) preserve and not waive legal professional privilege or any other privilege attaching to any of the records, documents or other information in relation to such Employee Claim without the prior consent of the Indemnifying Party;
- (c) not make any admission of liability in relation to such Employee Claim without the prior consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed; and
- (d) not enter into any binding agreement or arrangement to settle such Employee Claim without the prior consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed.

For the purposes of this clause 13.8, "**Employee Claim**" means any action, cost, claim, demand, expense or other liability in respect of which the Indemnifying Party may become liable to indemnify the Indemnified Party in accordance with this clause 13.

14. LIABILITIES

14.1 Seller obligations

The Seller shall:

- (a) remain responsible for the Excluded Liabilities;
- (b) until the date on which a liquidator or other insolvency office-holder is appointed for the purpose of the Return of Capital and Winding Up, indemnify the Purchaser on an After-Tax Basis against any Loss which the Purchaser incurs in connection with or arising out of any Excluded Liability; and
- (c) observe, perform, pay, discharge or satisfy all Excluded Liabilities on their respective due dates.

14.2 Purchaser obligations

The Purchaser shall:

- (a) be responsible for, observe, perform, pay, discharge or satisfy the Assumed Liabilities on their respective due dates; and
- (b) indemnify the Seller on an After-Tax Basis against any Loss which the Seller incurs:
 - (i) in connection with or arising out of the Purchaser's failure to comply with its obligations set out in clause 14.2(a);
 - (ii) in connection with any of the Assumed Liabilities;
 - (iii) in connection with the operation of the Business by or on behalf of the Purchaser and/or ownership of the Assets on or at any time following the Transfer Time;
 - (iv) in connection with or arising out of the Seller following the request or directions of the Purchaser in accordance with clauses 2.3(b) and/or 26;
 - (v) whether prior to, on or following the Transfer Time, as a result of liability owed to a person other than the Purchaser pursuant to or in connection with the matters contemplated by clause 8.5;
 - (vi) in connection with or arising out of the Seller following the request or directions of the Purchaser in accordance with clause 9.4;
 - (vii) whether prior to, on or following the Transfer Time, pursuant to or in connection with the matters contemplated by clause 13 (*Employees*);
 - (viii) pursuant to (or in connection with or arising out of the Purchaser's failure to comply with its obligations set out in) clause 10 (*Homeday Transfer*) or clause 11 (*Transfer of Contracts*);
 - (ix) pursuant to (or in connection with or arising out of the Purchaser's failure to comply with its obligations set out in) clause 18.5 (*Claims and complaints handling*); and

- (x) pursuant to (or in connection with or arising out of the Purchaser's failure to comply with its obligations set out in clause 18.8 (*Transition*)).

14.3 If the indemnification provided for in clause 14.2 is for any legal reason unavailable or insufficient in respect of any Losses referred to therein, then the Purchaser shall pay an additional sum to the Seller of an amount equal to the amount of such Losses to reflect the decrease in the Assumed Liabilities assumed by the Purchaser under this Agreement.

14.4 For the avoidance of doubt:

- (a) the Seller shall not be entitled to recover from the Purchaser more under clause 14.3 than it would have been able to recover from the Purchaser had the indemnities in clause 14.2 been available to the Seller; and
- (b) the Purchaser shall not be liable to pay any amount pursuant to clause 14.3 in excess of the amount it would have been liable to pay had the indemnities in clause 14.2 been available to the Seller.

14.5 Notwithstanding any other provision of this agreement, if there is (i) a Change of Control or (ii) the Seller starts a new business, the parties acknowledge and agree that clauses 14.2(b), 18.8, 18.9(c) and 19 shall cease to apply and will be no longer effective. For the avoidance of doubt the parties acknowledge and agree that there shall be no Change of Control as a result of the appointment of a liquidator or other insolvency office-holder.

15. WARRANTIES

15.1 Warranties

The Seller warrants to the Purchaser that the statements set out in Schedule 1:

- (a) are true and accurate as of the date of this agreement; and
- (b) will continue to be true and accurate at all times after entry into this agreement up to and including Completion.

For the purposes of clause 15.1(b), any express or implied reference to the date of this agreement in Schedule 1 shall be construed as a reference to the Completion Date.

15.2 Separate and independent

Each of the Warranties is separate and independent and, unless otherwise expressly provided, the Purchaser shall have a separate claim and right of action in respect of every breach of every Warranty.

15.3 No breach

There will be no breach of Warranty by the Seller and the Purchaser shall not be entitled to make any Warranty Claim to the extent that information and/or documentation relating to the relevant fact, matter or circumstance was Disclosed to any member of the Purchaser Group, any of the Purchaser's shareholders and/or any of their respective representatives by or on behalf of the Seller on or prior to the date of this agreement.

15.4 No rights against Employees

The Seller undertakes to the Purchaser that it has no rights against (and waives any rights it may have against) and shall not make any claim against (and waives any claim it may have against) any of the Employees in respect of any misrepresentation, inaccuracy or omission in or from any information or advice provided by any of the Employees for the purpose of assisting the Seller to give any Warranty.

15.5 Seller's knowledge

For the purpose of any Warranty qualified by a reference (however expressed) to the knowledge or awareness of the Seller, the Seller shall be deemed to know or be aware of anything within the actual knowledge of the directors of the Seller.

15.6 Consideration

The Seller and the Purchaser agree that:

- (a) the Consideration has been agreed between the Seller and the Purchaser on the basis of the sale of the Business as a going concern; and
- (b) the allocation of the Consideration between each of the Assets shall not limit any amount which may be payable by the Seller to the Purchaser in respect of any Warranty Claim.

15.7 Purchaser warranty

As at the date of this agreement and at all times after entry into this agreement up to and including Completion the Purchaser warrants to the Seller that the Purchaser has the legal right, power and authority and all necessary consents and authorisations (other than as otherwise required by applicable law relating to antitrust or merger control or equivalent) to enter into and perform this agreement and all other Acquisition Documents, each of which constitute, or will when executed constitute, valid and binding obligations on the Purchaser in accordance with their respective terms

15.8 Purchaser Guarantor warranty

As at the date of this agreement and at all times after entry into this agreement up to and including Completion the Purchaser Guarantor warrants to the Seller that the Purchaser Guarantor has the legal right, power and authority and all necessary consents and authorisations (other than as otherwise required by applicable law relating to antitrust or merger control or equivalent) to enter into and perform this agreement and all other Acquisition Documents, each of which constitute, or will when executed constitute, valid and binding obligations on the Purchaser Guarantor in accordance with their respective terms

16. VAT

16.1 Payment of VAT

The consideration for all supplies for VAT purposes made or deemed to be made under or in connection with this agreement shall be deemed to be exclusive of VAT. The party receiving the supply in question shall pay to the party making that supply (in addition to the consideration) all VAT for which the party making the supply is required to account to HMRC in relation to that supply. All VAT payable under this agreement shall be paid at the same time as the

payment (or provision of consideration) to which the VAT relates, subject to delivery of a valid VAT invoice to the party receiving the supply from the party making the supply.

16.2 Going concern treatment

- (a) The parties believe that the sale of the Business and the Assets will be a TOGC, and they shall use their reasonable endeavours to procure that such sale is so treated by HMRC.
- (b) If it is determined by HMRC by written notice that the sale of any of the Business and/or the Assets under this agreement does not constitute a TOGC, or part of a TOGC, then the VAT chargeable by the Seller to the Purchaser shall be paid within five (5) Business Days of the receipt by the Purchaser of a valid invoice and a copy of the confirmation from HMRC (such documentation to be delivered by the Seller as soon as reasonably practicable after receipt from HMRC) and any VAT records provided by the Seller to the Purchaser shall be returned to the Seller.

16.3 Seller warranties re VAT

The Seller warrants to the Purchaser that:

- (a) it is registered for VAT purposes under the VAT Act; and
- (b) neither it nor a relevant associate (as defined in paragraph 3 of Schedule 10 VATA) has exercised an Option to Tax in relation to the Leasehold Property.

16.4 Purchaser warranties re VAT

The Purchaser warrants to the Seller that:

- (a) it is registered for VAT purposes under the VAT Act, shall apply to be so registered with effect from Completion or will be liable to be registered as a result of the purchase of the Business and Assets;
- (b) it intends to continue the Business as a going concern and that shall remain its intent at Completion; and
- (c) it is buying and will hold the Assets as beneficial owner (and not as a nominee, trustee or representative of any other person,

and acknowledges that, if it is in breach of any such warranties, VAT may be payable in relation to the Consideration.

16.5 The Purchaser gives notice to the Seller that article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 (as amended) does not apply to the Purchaser in relation to the purchase of the Leasehold Property.

16.6 VAT records

The Seller shall procure that such VAT records shall be preserved for such periods as required by law, and during such periods shall:

- (a) provide the Purchaser and its successors, at such times and in such form as the Purchaser or such successors may reasonably require, (i) such information contained

in the records and (ii) such copies of documents forming part of such records as, in each case, the Purchaser and such successors may reasonably specify; and

- (b) permit the Purchaser and its agents and the Purchaser's successors and their agents, at all reasonable times and subject to reasonable written notice, to inspect and take copies of such records.

16.7 VAT registration

- (a) Before the Transfer Time, the Purchaser and the Seller shall discuss in good faith (i) whether or not an application can be made under regulation 6(1) of the VAT Regulations (SI 1995/2518) for the VAT registration of the Seller to be transferred to the Purchaser, and (ii) if such an application is made, how the membership of the VAT group of which the Seller is a member prior to Completion should be adjusted accordingly.
- (b) If the Purchaser and the Seller agree:
 - (i) to make such an application, they shall comply with any procedural formalities necessary to ensure such an application, and any consequential changes to the membership of the VAT group, is successful and this clause 16 shall apply with necessary modifications to reflect such application.
 - (ii) not to make such an application, the Purchaser and the Seller agree that any Subsidiaries that are Equity Interests (other than the Excluded Investment) that are members of the VAT group prior to Completion shall be removed from the VAT group effective as at Completion, and that they shall comply with any procedural formalities necessary to ensure such removal is successful, and this clause 16 shall apply with necessary modifications to reflect any such removal application.

17. RESTRICTIVE COVENANTS

17.1 Names and goodwill

The Seller covenants with the Purchaser and with each other member of the Purchaser Group that it shall not, and it shall procure that the Seller Group shall not, at any time after Completion until the date on which the Seller has been struck off the register at Companies House and dissolved:

- (a) in connection with any activity whatsoever use or procure or cause or (so far as it is able) permit the use of (subject to the approval of the requisite majority of the Seller's shareholders to change the name of the Seller) any company or trading name, domain name, logo or trade or service mark (whether registered or unregistered) which includes the word "Purplebricks" or is owned by the Seller and used in relation to the Business at Completion, or any word or device which is confusingly similar save to the extent that a liquidator or other insolvency office-holder is required to do so to comply with applicable laws; or
- (b) do or say anything which is intended to damage the goodwill or reputation of the Business, or which is intended to lead any person to cease to do business with the Purchaser Group in relation to the Business on substantially equivalent terms to those previously offered, or not to engage in business with the Purchaser Group in relation to the Business,

and, in each case, save to the extent that the Seller is required to comply with its obligations pursuant to this agreement and/or any other Acquisition Documents and subject to such usage by the Seller Group as is requested or approved by the Purchaser or is otherwise reasonably required to comply with its obligations under this agreement (including in facilitating the transfer of the Business and Assets to the Purchaser).

17.2 Employees

The Seller covenants with the Purchaser and with each other member of the Purchaser Group that it shall not, and it shall procure that the Seller Group shall not, for a period of three years after the Completion Date (or such earlier date as when the Seller has been struck off the register at Companies House and dissolved), either for itself or jointly with or for any other person, directly or indirectly, solicit, employ or engage any person who was employed in the Business at any time during the period of twelve (12) months ending on the Completion Date excluding (i) Dominique Highfield (or any other person approved by the Purchaser) as a statutory director of the Seller; and (ii) any person employed or engaged pursuant to and in accordance with clause 18.8.

17.3 Competing businesses; customers and suppliers

The Seller covenants with the Purchaser and each other member of the Purchaser Group that it shall not, and shall procure that the Seller Group shall not, for a period of three years after the Completion Date (or such earlier date as when the Seller has been struck off the register at Companies House and dissolved), either for itself or jointly with or for any other person, directly or indirectly:

- (a) be engaged, concerned or interested in carrying on any Competing Business within any territory in which the Business was carried on at any time during the period of twelve (12) months ending on the Completion Date other than the Excluded Investment;
- (b) for the benefit of a Competing Business, knowingly solicit or accept the custom of any person who at any time during the period of twelve (12) months ending on the Completion Date was a customer or client of the Seller in relation to the Business, or who was, at the date of this agreement, negotiating with the Seller Group with a view to that person becoming a customer or client of the Seller in relation to the Business; or
- (c) to the detriment of the Business and otherwise than in connection with the Return of Capital and Winding Up, contract with or engage any person who at any time during the period of twelve (12) months ending on the Completion Date has been contracted with or engaged to as a supplier of goods or services to the Seller in relation to the Business.

17.4 Acknowledgement

The Seller agrees and acknowledges that the restrictions contained in this clause 17 are fair and reasonable, and necessary to assure to the Purchaser the full value and benefit of the Business and Assets.

18. POST-COMPLETION MATTERS

18.1 Use of Seller and Business names, logos, etc

The Seller shall procure:

- (a) as at Completion Date or, if later, following approval of the requisite majority of the Seller's shareholders, that the Seller change its name to Bricks Newco Plc;
- (b) subject to clause 18.8(c) in relation to the grant of a licence to use the name "Purplebricks", as at the Completion Date or such later date as the parties agree in writing, that the Seller Group ceases to use any domain name that includes the word "Purplebricks" (or any word which is confusingly similar); and
- (c) within 5 days of the Completion Date or such later date as the parties agree in writing, that the Seller Group removes from its websites and all assets owned or used by the Seller Group (including products, packaging, marketing materials, business stationery, vehicles and premises), following approval of the Seller's change of name by requisite majority of the Seller's shareholders (where applicable), any company or trading name, domain name, logo or trade or service mark (whether registered or unregistered) which is included in the Business IP or any word or device which is confusingly similar,

in the case of each of clauses 18.1(b) and 18.1(c), save to the extent that the Seller is required to comply with its obligations pursuant to this agreement and/or any other Acquisition Documents and subject to such usage by the Seller Group as is requested or approved by the Purchaser or is otherwise reasonably required to comply with its obligations under this agreement (including in facilitating the transfer of the Business and Assets to the Purchaser).

18.2 Seller's access to information

The Purchaser shall procure that:

- (a) the Business Records are preserved for seven years from the Completion Date (or such longer period required by law); and
- (b) (on giving reasonable notice to the Purchaser) the Seller Group, any current or former directors and officers of the Seller Group and their respective representatives are permitted during normal business hours to have access to, and to take copies (at the Purchaser's expense) of, such Business Records (which are delivered or made available to the Purchaser in accordance with Schedule 2) as well as any employees or representatives of the Purchaser Group where reasonably requested by the Seller:
 - (i) as any member of the Seller Group or any current or former director or officer of the Seller Group may reasonably require for tax, accounting or insurance purposes, or otherwise in connection with any Proceedings;
 - (ii) as any member of the Seller Group or any current or former director or officer of the Seller Group may require to comply with any law, regulation or requirement or an order of any applicable Authority or the rules of any securities exchange.

18.3 Notices

The Purchaser shall be entitled to give notice:

- (a) to all or any past and present corporate clients, suppliers and other corporate business contacts of the Business (in each case, as selected by the Purchaser) informing them of the sale of the Business and introducing the Purchaser as the Seller's successor in relation to the Business and that any personal data relating to such contacts may be disclosed to the Purchaser;
- (b) of the assignment of each Contract assigned pursuant to clauses 11.1 and 11.2(c) to the person with whom the Seller has entered into such Contract; and
- (c) of the assignment of each Debt assigned pursuant to clause 12.1 to the relevant debtor.

Any notice referred to in this clause 18.3 shall be in a form to be approved by both parties and given in the names of both the Purchaser and the Seller, and the Seller irrevocably and unconditionally authorises the Purchaser to give each such notice on its behalf.

18.4 Receipt of enquiries and monies; payments

- (a) For the period of two years from the Completion Date or such earlier date as when the Seller has been struck off the register at Companies House and dissolved, the Seller shall procure that (insofar as within the Sellers' power and control to do so and having regard to clause 18.8):
 - (i) all notices, correspondence, information, orders or enquiries received by the Seller Group after the Transfer Time in relation to the Business or any of the Assets are promptly passed on to the Purchaser; and
 - (ii) all monies (including any cash received from Global Payments), goods and other benefits received by the Seller Group after the Transfer Time in relation to the Business or any of the Assets are promptly paid or transferred to the Purchaser without deduction or set-off save as required by law.
- (b) The Seller shall not be obliged to make any payment in connection with the Business and/or the Assets unless it has been put in funds to do so by or behalf of the Purchaser sufficiently in advance of the due date for payment.

18.5 Claims and complaints handling

- (a) The Purchaser shall be responsible for the conduct of and any Losses arising from or attributable to all claims, proceedings, investigations or enquiries made by any third party against, or complaints received from any third party by, the Seller (otherwise that in respect of any Excluded Liability or the Return of Capital and Winding Up) or the Purchaser in relation to the Business (in each case whether prior to on or after the date of this agreement) including warranty claims arising in the normal course of the Business ("**Relevant Third Party Claims**").
- (b) The Seller (insofar as within the Seller's power and control to do so and having regard to clause 18.8) and the Purchaser shall each use reasonable endeavours to obtain (to the extent required) any consent, agreement, approval, authorisation or waiver required from the relevant third party to give effect to clause 18.5(a) which may include consent

to join the Purchaser or such other party as the Purchaser may direct to proceedings relating to the Relevant Third Party Claim.

- (c) Without prejudice to the generality of clause 18.5(b), in respect of any Relevant Third Party Claims as at the Completion Date, the Purchaser shall be entitled to give notice to the relevant third party informing them of the sale of the Business and introducing the Purchaser as the party responsible for and the relevant counterparty for the purpose of any such Relevant Third Party Claim.
- (d) The Seller shall (insofar as within the Sellers's power and control to do so and having regard to clause 18.8) provide any information or assistance reasonably requested by the Purchaser in dealing with claims or complaints under this clause 18.5(a).

18.6 Business Claims

The Seller shall, (insofar as within the Sellers's power and control to do so and having regard to clause 18.8), provide (or procure to be provided) such assistance as the Purchaser may reasonably require to enable it to enforce the Business Claims or any of them.

18.7 Business Licences

- (a) The Seller (insofar as within the Sellers's power and control to do so and having regard to clause 18.8) and the Purchaser shall use reasonable efforts to ensure that as soon as practicable after Completion all Business Licences (other than the Company's authorisation from the FCA under FSMA) which are transferable are transferred to the Purchaser without undue delay.
- (b) The Seller (insofar as within the Sellers's power and control to do so and having regard to clause 18.8) shall give such assistance as the Purchaser may reasonably require to enable the Purchaser to apply for and obtain its own Business Licences following Completion (if any Business Licences (other than the Company's authorisation from the FCA under FSMA) are not transferable).

18.8 Transition

- (a) The Purchaser undertakes to provide or procure the provision of such assistance (including the provision of personnel and administrative functions, and access to information) by any member of the Purchaser Group or otherwise (at the Purchaser's cost, and at no cost to the Seller or any member of the Seller Group) to the Seller as it may require:
 - (i) in order to comply with its obligations under clauses 2.3(b), 8.5 (Transfer of Assets), 9 (Lettings business), 10 (Homeday Transfer), 11 (Transfer of Contracts), 12 (Debts), 13 (Employees), 16 (VAT), 18 (Post-Completion Matters) and 26 (Further Assurance) of this agreement;
 - (ii) in order to comply with any legal (excluding contractual) obligation of the Seller which requires the Seller to undertake action as a result of the transfer of the Business and/or the Assets not having been effected in full on Completion;
 - (iii) in order to cancel the Company's authorisation from the FCA under FSMA; and

- (iv) being such personnel as the Seller may reasonably require for the purpose of facilitating the transfer of the Business and the Assets to the Purchaser and otherwise.

but for the avoidance of doubt excluding with respect to the Excluded Liabilities and the Return of Capital or Winding Up.

- (b) The parties acknowledge and agree that the obligations of the Seller pursuant to this agreement are subject always to the right and entitlement of the Seller to undertake the Return of Capital and Winding Up and the Purchaser shall not and shall procure that no member of the Purchaser Group shall exercise its rights pursuant to this agreement or otherwise to prohibit, restrict or otherwise interfere with Return of Capital and Winding Up.
- (c) Between the date of this agreement and Completion, the parties shall use all reasonable endeavours to agree the approach to all transitional arrangements identified by the parties in relation to the day to day operations of the Business and Assets for the period after Completion. Such agreed transitional arrangements are intended to reflect and be consistent with the rights and obligations of the parties set out in this agreement. Such transitional arrangements contemplated by this clause 18.8(c) shall include, without limitation:
 - (i) how all direct debit, standing order and other ordinary course payments, in respect of those payments which need to be made by the Seller Group in relation to the Business and/or Assets, are to be made to the extent that payment mechanics have not been transferred to the Purchaser;
 - (ii) an arrangement between the Seller and the Purchaser to ensure that the Seller retains a reasonable amount of working capital funding to meet ordinary course payment obligations of the Business and relating to the Assets until the payment mechanics referred to in clause (i) above have been transferred to the Purchaser;
 - (iii) employee payroll arrangements;
 - (iv) the terms of a licence for the Seller to use the “Purplebricks” name for non-trading purposes if the requisite majority of the shareholders of the Seller do not approve the shareholder resolution to change the name of the Seller;
 - (v) customer communications;
 - (vi) to the extent not expressly provided for in this agreement, to identify and agree the Assets to be delivered on Completion;
 - (vii) use of a domain name of the Business by the Seller following Completion;
 - (viii) ensuring that the Purchaser is able to use the domain names from Completion (subject to the position to be agreed under paragraph (vii) above);
 - (ix) ensure that as soon as possible after the date of this agreement the parties will begin the TUPE consultation process;
 - (x) the necessary mechanics to transfer the Leasehold Property interest to the Purchaser;

- (xi) to confirm the necessary mechanics to transfer the lettings business as contemplated by clause 9 subject to such operational adjustments to give effect to such transfer;
- (xii) agreeing letters of authority addressed by the Seller to the Seller's agents instructing them to hold any Business Information in their possession relating to the Business IP for the Purchaser; and
- (xiii) agreeing how to transfer the conduct of any legal proceedings or disputes relating to the Business and/or the Assets to the Purchaser; and
- (xiv) the Seller providing reasonable assistance so that the Purchaser can obtain approval from an authorised person (other than the Seller) of the current financial promotions and consumer facing literature relating to the "pay later with conveyancing" propositions of the Business and which are the subject matter of the Seller's arrangements with Specialist Lending Limited, for the purposes of section 21 of the Financial Services and Markets Act 2000.

18.9 Seller MVL

- (a) Within the period of three (3) months following the Business Transfer Date, the Seller shall use all reasonable endeavours to commence the process to approve a members' voluntary liquidation or take other steps to appoint an insolvency office-holder. For this purpose the **Business Transfer Date** means the date on which each of the parties has performed its obligations under clauses 2.3(b), 8.5 (*Transfer of Assets*), 9 (*Lettings business*), 10 (*Homeday Transfer*), 11 (*Transfer of Contracts*), 12 (*Debts*), 13 (*Employees*), 16 (*VAT*), 18 (*Post-Completion Matters*) and 26 (*Further Assurance*) of this agreement to give effect to the transfer of the Business and Assets as contemplated by clause 2.1 and such transfer is so complete.
- (b) The Seller will provide 10 Business Days' notice to the Purchaser prior to taking any steps (including the giving of a solvency statement by the directors) to appoint a liquidator or other insolvency office-holder.
- (c) The Purchaser shall not be entitled to bring any claim against the Seller for breach of its obligations under this agreement from the date on which the Seller takes any steps (including the giving of a solvency statement by the directors) to appoint a liquidator or other insolvency office-holder.

18.10 Tax and financial matters

- (a) The Seller and the Purchaser shall procure (to the extent permitted by law) that the Purchaser shall (otherwise than at the cost of the Seller) deal with all matters (including preparing and dealing with all correspondence and any other documentation) relating to the Tax affairs of the Seller in relation to the Business and Assets for all periods commencing on or after 1 May 2021 in respect of which Tax is assessed or charged (each being a "**Tax Period**") including any Tax Period of the Seller current at the Transfer Time (or, if later, current at the time on which the last of the Business and Assets transfers under this agreement) until such time as the Seller has been struck off the register at Companies House and dissolved.
- (b) If the Seller has not approved a members' voluntary liquidation by 31 December 2023 as a result of the performance of its obligations under this agreement, the Purchaser shall (otherwise than at the cost of the Seller) deal with all financial affairs of the Sellers

in relation to the Business and Assets (and not, for the avoidance of doubt, in connection with the Return of Capital and the Winding Up) (including preparing and dealing with the statutory accounts for the year ended 30 April 2023 and all correspondence and other documentation relating thereto).

- (c) In connection with dealing with the Tax or financial affairs of the Seller under clause 18.10(a) and 18.10(b) above, the Purchaser covenants with the Seller that it shall:
- (i) provide to the Seller (or its duly authorised agent or representative) (solely in relation to the Business and/or Assets with respect to the period prior to the Transfer Time):
 - (A) within five Business Days of the receipt thereof, a copy of any material communication from the relevant Tax Authority or Authority received after the Transfer Time by the Purchaser or its duly authorised agent or representative;
 - (B) not less than ten Business Days before the date of intended submission, or, in the case of any computations or returns, 20 Business Days before the date of intended submission, a copy of any material communication, including statutory accounts, tax returns and computations (together with a copy of any supporting material), which is proposed to be submitted after the Transfer Time to the relevant Tax Authority or Authority, together with details of the date on which the same is intended to be submitted; and
 - (C) within five Business Days after the despatch of such communication, a copy of any communication sent to the relevant Tax Authority or Authority after Completion;
 - (ii) consider and amend in accordance with any reasonable comments notified in writing to the Purchaser by the Seller or its duly authorised agents in relation to any communication referred to in clause 18.10(c)(i)(B) before submission to the relevant Tax Authority or Authority, provided that such reasonable comments are provided within ten Business Days of being notified to the Purchaser by the Seller; and
 - (iii) notify the Seller of any intended oral communication or meeting with the relevant Tax Authority or Authority at least five Business Days in advance of the date of such communication or meeting, and allow the Seller or its representatives to participate therein if requested.
- (d) The Seller (insofar as within the Sellers's power and control to do so, having regard to clause 18.6) shall, in relation to and in so far as it concerns any matter to which this clause 18.9(c) relates, provide to the Purchaser (or its duly authorised agent or representative), within five Business Days of the receipt thereof, a copy of any material communication from any Tax Authority or Authority received after the Transfer Time by or on behalf of the Seller.
- (e) The Seller shall in relation to any matter to which this clause 18.9(c) relates and until such time the Seller has been struck off the register at Companies House and dissolved:
- (i) sign and submit any returns and computations;

- (ii) make any claims, disclaimers, notices or elections; and
- (iii) give any consents,

as may be reasonably required by the Purchaser, provided that the Purchaser has complied with its obligations under this clause 18.9(c).

- (f) If notwithstanding the provisions set out in clauses 18.10(a)-(c) above, the Seller at any time after Completion intends to directly prepare and submit to any Tax Authority or Authority any communication, including statutory accounts, tax returns and computations (together with a copy of any supporting material) election, consent, notice, application or other document (“**Tax Document**”), the Seller shall:
 - (i) provide a copy of any such draft Tax Document to the Purchaser (or its duly authorised agent or representative) in a reasonable time prior to the date of intended submission together with details of the date on which the same is intended to be submitted;
 - (ii) consider and amend in accordance with any reasonable comments notified in writing to the Seller by the Purchaser or its duly authorised agents in relation to any such Tax Document before submission to the relevant Tax Authority or Authority, provided that such reasonable comments are provided in a reasonable time prior to the intended date of submission;
 - (iii) provide a copy of such Tax Document within five Business Days after the despatch of such Tax Document to the relevant Tax Authority or Authority; and
 - (iv) notify the Purchaser of any intended oral communication or meeting with the relevant Tax Authority or Authority in connection with such Tax Document at least five Business Days in advance of the date of such communication or meeting, and allow the Purchaser or its representatives to participate therein if requested.
- (g) The Seller or the Purchaser shall promptly provide such information and assistance (including the timely signature and/or sufficient authorisation of Tax Documents as may be required by a Tax Authority or Authority) as the other party, a liquidator or any other insolvency office-holder shall require or request in connection with the parties’ obligations under this paragraph (c), including dealing with the tax affairs of the Seller until such time as the Seller has been struck off the register at Companies House and dissolved.
- (h) Where, after Completion the Seller becomes aware of its entitlement to any R&D Credit;
 - (i) the Seller shall use reasonable endeavours to procure receipt of such R&D Credit from any Tax Authority or Authority; and
 - (ii) the amount of the R&D Credit received by the Seller shall be paid to the Purchaser as soon as reasonably practicable after the date on which the Seller receives that R&D Credit.

19. PURCHASER GUARANTEE AND INDEMNITY

19.1 In this clause 19, "**Purchaser Guaranteed Obligations**" means all present and future obligations, commitments, undertakings, indemnities, covenants and liabilities of or given by the Purchaser to the Seller pursuant to and in accordance with the terms of this agreement.

19.2 In consideration of the Seller entering into this agreement, the Purchaser Guarantor irrevocably and unconditionally:

- (a) guarantees to the Seller the due and punctual performance and observance by the Purchaser of the Purchaser Guaranteed Obligations;
- (b) undertakes to the Seller that, if and whenever the Purchaser defaults for any reason in the performance of any Purchaser Guaranteed Obligation, the Purchaser Guarantor shall immediately on demand perform (or procure the performance of) and satisfy (or procure the satisfaction of) such Purchaser Guaranteed Obligation in the manner set out in this agreement as if it were the principal obligor, and so that the same benefits shall be conferred on the Seller as would have been conferred on them had such Purchaser Guaranteed Obligation been duly performed and satisfied by the Purchaser; and
- (c) agrees, as an independent and primary obligation, to indemnify and keep indemnified (on an After-Tax Basis) the Seller against all direct or indirect Losses (of whatever nature), costs, claims, demands, expenses and other liabilities which it reasonably incurs or suffers from time to time arising out of or in connection with:
 - (i) any failure of the Purchaser to comply with any Purchaser Guaranteed Obligation; or
 - (ii) any Purchaser Guaranteed Obligation being or becoming illegal, invalid or unenforceable on any grounds,

including all payments, legal and other costs and expenses reasonably incurred as a consequence of or which would not have arisen but for any such failure or circumstance.

19.3 The guarantee and indemnity contained in this clause 19 is:

- (a) a continuing guarantee and shall extend to all of the Purchaser Guaranteed Obligations regardless of any intermediate payment or discharge in whole or in part; and
- (b) in addition to, and is not in substitution for and shall not merge with or be prejudiced by, any other rights, remedies or security which the Seller may at any time hold in respect of the Purchaser Guaranteed Obligations.

19.4 If any payment by the Purchaser or discharge given by the Seller is avoided or reduced as a result of insolvency, liquidation, administration or otherwise, the liability of the Purchaser and the Purchaser Guarantor under this clause 19 shall continue or be reinstated as if the payment, discharge, avoidance or reduction had not occurred.

19.5 The obligations of the Purchaser Guarantor under this clause 19 shall not be affected by any act, omission, matter or thing which, but for this clause 19, would reduce, release or prejudice any of such obligations (without limitation and whether or not known to the Purchaser or the Seller), including:

- (a) any termination, amendment, variation, novation or supplement (however fundamental and whether or not more onerous) of or to this agreement and/or the Purchaser Guaranteed Obligations;
- (b) any failure or delay in seeking performance of any Purchaser Guaranteed Obligation or any granting of time or other indulgence for such performance;
- (c) any illegality, invalidity or unenforceability of any obligation or liability of any person under this agreement;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution of the Purchaser or any other person;
- (e) any change in the constitution, status or control of the Purchaser;
- (f) any insolvency, liquidation, administration or other equivalent or similar proceedings;
- (g) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Purchaser or any other person, or any non-presentation or non-observance of any formality or other requirement in respect of any instrument, or any failure to realise the full value of any security; or
- (h) the release of the Purchaser or any other person under the terms of any composition or arrangement with any creditor.

19.6 Without prejudice to the generality of clause 19.5, the Purchaser Guarantor expressly confirms that it intends that the provisions of this clause 19.6 shall extend from time to time to any variation, increase, extension, or addition of or to this agreement.

19.7 Until all amounts which are or may become payable by the Purchaser under or in connection with this agreement have been paid in full, the Purchaser Guarantor shall not:

- (a) exercise any security or other rights which it may have against the Purchaser by reason of the performance by it of its obligations under this agreement, or by reason of any amount being payable, or liability arising, under this clause 19, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise (including any right to claim or prove as a creditor of the Purchaser in competition with the Seller); or
- (b) have or take from the Purchaser or any other surety for any Purchaser Guaranteed Obligation any security in respect of its liability under clause 19.

19.8 If the Purchaser Guarantor receives any benefit, payment or distribution in relation to any of its rights described in clause 19.7(a), it will promptly pay an equal amount to the Seller to the extent that the Seller had not received payment in full of all amounts which are or may become payable by the Purchaser under or in connection with this agreement.

19.9 The Purchaser Guarantor waives any right it may have to require the Seller (or any trustee or agent on its behalf) to proceed against or enforce any security or other rights against or claim payment from any person before claiming from the Purchaser Guarantor under this clause 19.9. This clause 19.9 applies irrespective of any law or any provision of this agreement to the contrary.

19.10 For the avoidance of doubt, the guarantee and indemnity contained in this clause 19.10 shall not be affected by any assignment of any of the rights of the Seller under this agreement, and shall remain in full force and effect notwithstanding any such assignment.

20. CONFIDENTIALITY AND ANNOUNCEMENTS

20.1 Definitions

In this clause 20:

- (a) **"Announcement"** means the announcement in the Agreed Form to be issued by the Seller and the Purchaser in connection with the Acquisition;
- (b) **"discloser"** means the person making the announcement or disclosing or using the information; and, for the purposes of clause 20.6(a), includes its group; and
- (c) **"Relevant Party"** means (a) when the discloser is a member of the Purchaser Group, the Seller; or (b) when the discloser is a member of the Seller Group, the Purchaser; or (c) when the discloser is the Purchaser Guarantor, both the Seller and the Purchaser.

20.2 Announcements

Other than the Announcement and the Circular, no party shall, and each party shall procure that its group shall not, at any time issue, or procure the issue of, any press release, circular or other publicity relating to the existence or provisions of this agreement or any other Acquisition Document or the sale and purchase of the Business and Assets.

20.3 Business Confidential Information

The Seller shall not, and shall procure that no member of the Seller Group shall, at any time after Completion disclose to any person, or use, any Business Confidential Information that it holds at Completion (or which it subsequently receives pursuant to the terms of this agreement).

20.4 Transaction and parties' confidential information

Each party shall, and shall procure that its group shall, at all times keep confidential:

- (a) the provisions and subject matter of, and the negotiations relating to, this agreement and any other Acquisition Document; and
- (b) all confidential information of another party or its group (in the case of the Purchaser and the Purchaser Guarantor, as such group is constituted immediately before Completion) received by it as a result of negotiating, entering into or performing this agreement or any other Acquisition Document,

and shall use the information only for the purposes contemplated by this agreement or any other Acquisition Document.

20.5 Permitted announcements and disclosures

Clauses 20.2, 20.3 and 20.4 shall not restrict the making of any announcement or the disclosure or use of information:

- (a) by any party, to any member of its group and its and their respective directors, officers and employees;
- (b) with the prior written consent of the Relevant Party, such consent not to be unreasonably withheld or delayed; or
- (c) to the extent required to comply with any law, regulation or requirement or an order of any applicable Authority or the rules of any securities exchange; provided that, in each case (unless such consultation is prohibited), such announcement is made or disclosure occurs after consultation (so far as reasonably practicable) as to the timing and content of such announcement or disclosure with the Relevant Party. The parties acknowledge and agree that the obligation to consult contained in this clause 20.5(c) shall not apply to the Seller in the case of disclosures made by any liquidator or other insolvency office-holder for the purposes of complying with their statutory reporting obligations.

20.6 Other permitted disclosures

Clauses 20.3 and 20.4 shall not restrict the disclosure or use of information if, but only to the extent:

- (a) that the information is or becomes publicly available (other than as a result of a breach by the discloser of any provision of (a) this agreement or (b) the confidentiality agreement between the Seller and the Purchaser referred to in clause 20.7);
- (b) that the information is independently developed after Completion;
- (c) expressly required or permitted by, or required for or in connection with the performance by any party of its obligations under, this agreement or any other Acquisition Document;
- (d) that disclosure is made on a strictly confidential and need to know basis by the discloser to (a) its group or any of its or its group's current or prospective funders; or (b) any of its, its group's or any such funder's respective officers, employees, consultants, agents, insurers, pension trustees, professional advisers or auditors; or
- (e) required in connection with any legal action or proceedings or arbitral proceedings or regulatory investigation or trade body investigation or disciplinary hearing (including any Acquisition Dispute) (together "**Proceedings**").

20.7 Termination of confidentiality agreement between the parties

The confidentiality agreement entered into by the Seller and the Purchaser Guarantor and dated 21 March 2023 shall remain in full force and effect until, but shall terminate on, Completion. Such termination shall not affect either party's accrued rights (including the right to claim any remedy for breach or non-performance), obligations and liabilities under or in relation to the confidentiality agreement as at the date of termination. Pending Completion, to the extent that there is any inconsistency between the terms of the confidentiality agreement and the terms of this agreement, the terms of this agreement shall prevail.

21. EFFECT OF TERMINATION

21.1 If this agreement terminates automatically under clause 7.6(a), or is terminated pursuant to clause 7.6(b) or 8.3(c), then each party's further rights, obligations and liabilities under this agreement shall cease immediately on termination, except for:

- (a) each party's accrued rights (including the right to claim any remedy for breach or non-performance), obligations and liabilities as at the date of termination; and
- (b) each party's continuing rights, obligations and liabilities under this clause 21.1 and clauses 1 (*Definitions and interpretation*), 20 (*Confidentiality and announcements*), 22 (*Assignment and successors*), 23 (*Third party rights*), 24 (*Costs and expenses*), 25 (*Payments, etc*), 27 (*Entire agreement*), 28.1 (*Severance*), 28.2 (*Variation*), 28.3 (*Waiver*), 28.4 (*Cumulative remedies*), 28.5 (*Counterparts*), 29 (*Notices*) and 30 (*Governing law and jurisdiction*).

21.2 To the extent lawful and except as stated in clauses 7.6(b) and 8.3(c) or in the case of fraud, no party shall have any right to rescind or terminate this agreement or to treat it as having been terminated (whether before or after Completion).

22. ASSIGNMENT AND SUCCESSORS

22.1 Except as provided in this clause 22 and provided that any such assignment shall not increase any liability or create any liability which would not otherwise have existed for the Seller, the Purchaser or the Purchaser Guarantor (as the case may be), no person shall assign, transfer, charge or otherwise deal with all or any of its benefits or rights under this agreement, or grant, declare, create or dispose of any right or interest in this agreement, without the prior written consent of:

- (a) (in the case of any such dealing by the Seller) the Purchaser and the Purchaser Guarantor; or
- (b) (in the case of any such dealing by the Purchaser) the Seller,

in each case, such consent not to be unreasonably withheld or delayed

22.2 The Purchaser and any permitted assignee under this clause 22.2 may assign all or any of its benefits or rights under this agreement to any member of the Purchaser Group provided that any such assignment shall not increase any liability or create any liability which would not otherwise have existed for the Seller. Such assignee shall not be entitled to enforce any right assigned to it if it ceases to be a member of the Purchaser Group. The Purchaser shall procure that such assignee reassigns such rights under this agreement back to any member of the Purchaser Group before such assignee ceases to be a member of it.

22.3 The Purchaser may assign or charge all or any of its benefits or rights under this agreement by way of security in favour of any person who has agreed at any time to provide finance to any member of the Purchaser Group in connection with the transactions contemplated by this agreement, and/or to any agent or trustee of such person for the time being provided that any such assignment shall not increase any liability or create any liability which would not otherwise have existed for the Seller.

22.4 This agreement shall be binding on and continue for the benefit of the successors and permitted assignees of each party. Any purported assignment in contravention of this clause 22 should be void.

23. THIRD PARTY RIGHTS

23.1 Each member of the Purchaser Group shall be entitled to, and may enforce (either on its own or together with any other member of the Purchaser Group), the benefit and rights of the Purchaser under the following provisions of this agreement as if such member of the Purchaser Group had been originally named as the Purchaser in this agreement: 2.3 (*Title covenants*), 15 (*Warranties*), 18 (*Post-Completion matters*), 20 (*Confidentiality and announcements*) and 25 (*Payments*).

23.2 Except for the benefits and rights given to:

- (a) the Purchaser Group (other than the Purchaser and the Purchaser Guarantor) under clauses 23.1 and 17 (*Seller restrictive covenants*);
- (b) the Seller Group (other than the Seller) under clauses 20 (*Confidentiality and announcements*), 18 (*Post-Completion matters*), and 25 (*Payments*), and
- (c) any current or former director or officer of the Seller Group (including, for this purpose, any Subsidiary) under clause 18.2(b)(ii),

(each such person being a "**Third Party**"), a person who is not a party to this agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. The parties may, without the consent of any Third Party, rescind or vary this agreement in such a way as to extinguish or alter the benefits or rights conferred by this clause 23.

24. COSTS AND EXPENSES

Unless otherwise expressly provided in this agreement, each party shall bear its own costs, charges and expenses incurred in relation to the preparation, negotiation, execution and implementation of this agreement.

25. PAYMENTS, ETC

25.1 In this clause 25, "**Payment Account**" means:

- (a) if the relevant payment is to be made to the Seller, the account of the Seller notified to the Purchaser or the Purchaser Guarantor for this purpose not less than three (3) Business Days before the date such payment is due; and
- (b) if the relevant payment is to be made to the Purchaser, the account of the Purchaser notified to the Seller for this purpose not less than three (3) Business Days before the date such payment is due.

25.2 Unless otherwise expressly provided in this agreement, each party shall pay, and shall procure that its group pays, all amounts due under this agreement in full, without any set-off, counterclaim, deduction or withholding, except to the extent required by applicable laws. Any such deduction or withholding shall not exceed the minimum amount required by law, and the payer shall, save to the extent that such payment has already been calculated to be made on or After-Tax Basis, simultaneously pay to the payee such additional amount as is required for the aggregate of (a) the net amount received by the payee and (b) any Tax credit, repayment or benefit received or receivable by the payee in respect of such deduction or withholding to equal the full amount due before the required deduction or withholding.

- 25.3** Each party agrees with each other party in respect of any matter which may give rise to liability pursuant to an Acquisition Document:
- (a) no such liability shall be met more than once; and
 - (b) any liability with respect to such matter to any member of the Purchaser Group or the Seller Group (as applicable) shall be deemed to be satisfied by the satisfaction of the liability with respect to such matter to any other member of the Purchaser Group or the Seller Group (as applicable).

26. FURTHER ASSURANCE

On and after Completion, the Seller and the Purchaser shall (at the Purchaser's expense) from time to time promptly do (or procure to be done) all such other things and/or execute and deliver (or procure to be executed and delivered) all such other documents as may be reasonably requested of it by the other party to give effect to the Acquisition Documents.

27. ENTIRE AGREEMENT

- 27.1** In this clause 27, "**Statement**" means any representation, warranty, statement or assurance (whether contractual or otherwise) made or given before this agreement is entered into.
- 27.2** The Acquisition Documents (as varied in accordance with their terms) constitute the entire agreement and understanding between the parties in connection with the transactions contemplated by the Acquisition Documents. Accordingly, they supersede and extinguish all previous agreements, arrangements and understandings between, and (except to the extent incorporated in the Acquisition Documents) all Statements given by, the parties in connection with such transactions.
- 27.3** Each party acknowledges that it has not relied on, or been induced to enter into any Acquisition Document by, any Statement given by any person (whether a party to this agreement or not) that is not incorporated in any Acquisition Document.
- 27.4** No party shall be liable in equity, contract or tort, under the Misrepresentation Act 1967 or in any other way for any Statement that is not incorporated in any Acquisition Document.
- 27.5** No party shall be liable in tort or under the Misrepresentation Act 1967 for any Statement that is incorporated in any Acquisition Document.
- 27.6** This clause 27 shall not exclude or limit any liability or remedy arising as a result of any fraud.

28. GENERAL

28.1 Severance

If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, that shall not affect or impair the legality, validity or enforceability of (a) any other provision of this agreement in that jurisdiction; or (b) that provision or any other provision of this agreement in any other relevant jurisdiction. If any illegal, invalid or unenforceable provision of this agreement would be legal, valid and enforceable if some part or parts of it were modified, such provision shall apply with whatever modification is necessary so that it is legal, valid and enforceable and gives effect to the commercial intention of the parties.

28.2 Variation

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of the Seller and the Purchaser.

28.3 Waiver

Any waiver of any right or remedy under or in respect of this agreement shall only be valid if it is in writing, and shall apply only to the person to whom it is addressed and in the specific circumstances for which it is given. Unless otherwise expressly provided in this agreement, no right or remedy under or in respect of this agreement shall be precluded, waived or impaired by (a) any failure to exercise or delay in exercising it; (b) any single or partial exercise of it; (c) any earlier waiver of it, whether in whole or in part; or (d) any failure to exercise, delay in exercising, single or partial exercise of or earlier waiver of any other such right or remedy.

28.4 Cumulative remedies

Unless otherwise expressly provided in this agreement, the rights and remedies under this agreement are in addition to, and do not exclude, any rights or remedies provided by law.

28.5 Counterparts

This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute one and the same agreement.

29. NOTICES

29.1 Form and method of giving Notice

Any notice or other communication to be given or made under or in connection with this agreement ("**Notice**") shall be in writing, shall be sent to the relevant party at the postal and email address and marked for the attention of the person specified in clause 29.2, and delivered:

- (a) by hand or by courier (using an internationally recognised courier company);
- (b) by prepaid recorded delivery post or equivalent; or
- (c) by email, in addition to one of the methods above.

29.2 Contact details for Notices

- (a) The postal and email addresses and relevant contacts of the parties for the purposes of clause 29.1 are:

Seller:

For the attention of:

Address:

Email:

The Directors, Purplebricks Group plc
The then registered office for the Seller as showing at
Companies House

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Purchaser:

For the attention of: Sam Mitchell and Deepak Jayaprakash
Address: 650 The Crescent, Colchester Business Park, Colchester,
Essex, CO4 9YQ

Email: [REDACTED]

Purchaser Guarantor:

For the attention of: Sam Mitchell and Deepak Jayaprakash
Address: 650 The Crescent, Colchester Business Park, Colchester,
Essex, CO4 9YQ

Email: [REDACTED]

or, in each case, such other postal or email address or contact as a party may notify to the other for this purpose in accordance with this clause 29. Notice of any change shall be effective five (5) Business Days after the date on which it is deemed to have been given in accordance with this clause 29, or such later date as may be specified in the Notice.

- (b) Copies of all notices sent to the Purchaser or the Purchaser Guarantor shall also be sent to DLA Piper UK LLP, One St Peter's Square, Manchester M2 3DE and [REDACTED] (ref: Gloria/JEK) but so that the provision of such copy notice to DLA Piper UK LLP shall not constitute service on the Purchaser or the Purchaser Guarantor.
- (c) Copies of all notices sent to the Seller shall also be sent to:
 - (i) Norton Rose Fulbright LLP, 3 More London Riverside, London SE1 2AQ and [REDACTED] (ref: Project Gloria/CHOG) but so that the provision of such copy notice to Norton Rose Fulbright LLP shall not constitute service on the Seller; or
 - (ii) (where applicable) the liquidator or insolvency office-holder appointed from time to time, as the Seller may notify to the Purchaser and the Purchaser Guarantor for this purpose in accordance with this clause 29. Notice of any change shall be effective five (5) Business Days after the date on which it is deemed to have been given in accordance with this clause 29, or such later date as may be specified in the Notice.

29.3 Time Notice is given

Any Notice which has been delivered in accordance with clause 29.1 shall be deemed to have been given if delivered by hand, by courier or by post, at the time of delivery (which shall be deemed to be 48 hours after posting). Email Notices shall be deemed to have been received at the same time as the other method by which Notice is given.

However if any Notice would be deemed to have been given after 5.00pm on a Business Day and before 9.00 am on the next Business Day, such Notice shall be deemed to have been given at 9.00 am on the second of such Business Days.

30. GOVERNING LAW, JURISDICTION AND LANGUAGE

30.1 This agreement and any Acquisition Dispute are governed by and shall be construed in accordance with English law.

30.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Acquisition Dispute.

30.3 Each party irrevocably agrees that the courts of England and Wales are the most appropriate and convenient courts to settle Acquisition Disputes and, accordingly, will not argue to the contrary.

THIS AGREEMENT has been executed and delivered as a deed on the date stated at the beginning of it.

SCHEDULE 1 WARRANTIES

1. Seller capacity

- 1.1 The Seller has the legal right, power and authority and all necessary consents and authorisations (other than the Shareholder Resolution or as otherwise required by applicable law relating to antitrust or merger control or equivalent) to enter into and perform this agreement and all other Acquisition Documents, each of which constitute, or will when executed constitute, valid and binding obligations on the Seller in accordance with their respective terms.
- 1.2 There are no agreements (including its articles of association (or equivalent documents)), arrangements, court orders or any other restrictions of any kind that prohibit or restrict the Seller's ability to sell the Business and Assets on the terms of this agreement.

2. Equity Interests

- 2.1 The Seller is the sole legal and beneficial owner of the Equity Interests.
- 2.2 There is no Encumbrance affecting the Equity Interests nor any agreement to create any such Encumbrance.
- 2.3 Each Subsidiary Company other than Purplebricks Australia Pty Limited is validly existing and is a private limited company duly incorporated and registered under the law of England and Wales.
- 2.4 Purplebricks Australia Pty Limited is validly existing and is a private limited company duly incorporated and registered under the law of State of Victoria, Australia.
- 2.5 The Equity Interests constitute the entire issued share capital of the Subsidiary Companies and have all been properly allotted and is fully paid up.
- 2.6 No person has any right (whether contingent or otherwise) to require any (or all of) Subsidiary Company:
- (a) to allot, or grant rights to subscribe for, shares in a Subsidiary Company; or
 - (b) to convert any existing securities into, or to issue securities that have rights to convert into, shares in a Subsidiary Company.

3. Insolvency

- 3.1 No Insolvency Event has occurred in relation to the Seller or any other members of the Seller Group. So far as the Seller is aware, there are no circumstances which are likely to result in such an Insolvency Event other than a solvent Insolvency Event pursuant to a Return of Capital and Winding-Up.
- 3.2 No floating charge created by the Seller or any other member of the Seller Group has crystallised and, so far as the Seller is aware, there are no circumstances which are likely to cause such a floating charge to crystallise.
- 3.3 No action has been or is being taken by the Registrar of Companies to strike the Seller or any other member of the Seller Group off the register under section 652 of the Companies Act 1985 or part 31 of the Companies Act 2006.

3.4 The Seller will not suffer an Insolvency Event by reason of entering into this agreement.

4. Ownership of the Assets

4.1 The Assets are legally and beneficially owned by the Seller free from all Encumbrances.

4.2 The Seller has not agreed to give or create, and no claim has been made by any person to be entitled to, any present or future Encumbrance affecting the Business or Assets.

4.3 The Assets (in the case of tangible assets) are in the exclusive possession or under the direct control of the Seller.

SCHEDULE 2 COMPLETION OBLIGATIONS

Part 1 Seller's obligations

Part A: Seller's Obligations on Completion

1. Documents, etc to be delivered

The Seller shall deliver or procure to be delivered (including by delivery at the Property) to the Purchaser or provide access to (as appropriate):

Authorities

- 1.1 where not provided on entry into this agreement, as evidence of the authority of any person signing any Acquisition Document on behalf of the Seller an Agreed Form excerpt of the minutes of a meeting of its board of directors (authorising its execution of any Acquisition Document to which it is party, and appointing the relevant signatory or signatories to sign such Acquisition Document(s) on its behalf);

Shares

- 1.2 in relation to the Equity Interests:
- (a) executed transfers in respect of the Equity Interests in favour of the Purchaser;
 - (b) the share certificates or deeds of indemnity for missing share certificates for such Equity Interests;

Assets

- 1.3 all the Assets capable of passing by delivery at the Property;
- 1.4 all the assets which are leased or hired under the terms of any Contract and which are capable of passing by delivery at the Property;
- 1.5 the Business Records;
- 1.6 in relation to IP, the following assignments of the Business IP, in each case in the Agreed Form and duly executed by the Seller:
- (a) trade mark assignment in respect of the trade marks held in the United Kingdom (and such other trade marks as the Seller and the Purchaser identify and agree in writing (not less than three (3) Business Days prior to Completion));
 - (b) cotransfer forms for all registered domain names duly executed by the Seller;

Other documents

- 1.7 settlement agreement to be entered into between (1) the Company, (2) the Purchaser and (3) the Excluded Employee (in the Agreed Form);
- 1.8 letters of waiver of claims from each of the directors of the Seller (in the Agreed Form); and

Other Assets

1.9 such other Assets as the Seller and the Purchaser identify and agree in writing (not less than three (3) Business Days prior to Completion).

2. Cash

2.1 Subject to clause 18.8, the Seller shall pay to the Purchaser the amount of the cash referred to in clause 2.1(k) in accordance with clause 25.1.

Part B: Seller's Obligations on or following Completion

1 The Seller shall deliver or procure to be delivered to the Purchaser or (in the case of paragraphs 1.1(a) to (c)) deliver up to the Purchaser at the Property:

1.1 Assets

- (a) all the Assets capable of passing by delivery (other than at the Property);
- (b) all the assets which are leased or hired under the terms of any Contract and which are capable of passing by delivery (other than at the Property);
- (c) in relation to IP letters of authority addressed by the Seller to the Seller's agents instructing them to hold any material in their possession relating to the Business IP as agent for the Purchaser (or as the Purchaser may direct) with effect from Completion.

Part 2 Purchaser's obligations on Completion

1. Documents, etc to be delivered

1.1 The Purchaser shall deliver or procure to be delivered to the Seller:

- (a) as evidence of the authority of any person signing any Acquisition Document on behalf of the Purchaser or the Purchaser Guarantor a copy of the minutes of a meeting of its board of directors in the Agreed Form (authorising its execution of any Acquisition Document to which it is a party, and appointing the relevant signatory or signatories to sign such Acquisition Document(s) on its behalf); and
- (b) counterparts of the agreements and other documents referred to in paragraphs 1.6 and 1.9 of Part 1A on Completion.

2. Payment of the Consideration

The Purchaser shall pay the cash Consideration as contemplated by clause 5.1(a).

SCHEDULE 3 EMPLOYEES

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
1.	Compliance	Compliance	Compliance	Compliance Analyst	51354
2.	Compliance	Compliance	Compliance	Compliance Analyst	50217
3.	Compliance	Compliance	Compliance	Compliance Analyst	52707
4.	Compliance	Compliance	Compliance	Compliance Analyst	51403
5.	Compliance	Compliance	Compliance	Compliance Supervisor	50850
6.	Compliance	Compliance	Compliance	Financial Services Compliance Manager	52765
7.	Compliance	Compliance	Compliance	Compliance Analyst	50141
8.	Compliance	Compliance	Compliance	Compliance Analyst	53106
9.	Compliance	Compliance	Compliance	Compliance Analyst	52661
10.	Compliance	Compliance	Compliance	Lettings Compliance Manager	53124
11.	Compliance	Compliance	Compliance	Compliance Analyst	50381
12.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	53121
13.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	52769

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
14.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	52817
15.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	53084
16.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	51239
17.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	52800
18.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	53152
19.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	52853
20.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	50544
21.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	53211
22.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	50904
23.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	52657

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
24.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	50946
25.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Team Leader	51253
26.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	53065
27.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 1	Inbound Central Property Expert	52972
28.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Central Property Expert	50463
29.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Central Property Expert	53149
30.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Central Property Expert	51526
31.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Central Property Expert	52892
32.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Central Property Expert	53216
33.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Team Leader	50087

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
34.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Central Property Expert	52810
35.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 2	Inbound Central Property Expert	51334
36.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Team Leader	51341
37.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	52837
38.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	51250
39.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	53156
40.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	52820
41.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	52671
42.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	51549
43.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	51521

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
44.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	53158
45.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	51455
46.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 3	Inbound Central Property Expert	52658
47.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 4	LPP Support	51147
48.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 4	Team Manager	51328
49.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 4	LPP Support	51168
50.	Customer Operations	Contact Centre Inbound	Contact Centre Inbound Team 4	LPP Support	50708
51.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	53171
52.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Head of Pre House Sales	51089
53.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	53099

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
54.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	53091
55.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	51601
56.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	51543
57.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	51600
58.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	51397
59.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	53103
60.	Customer Operations	Contact Centre Outbound	Contact Centre Outbound	Business Development Executives	50796
61.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	53294
62.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	51556
63.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	52843

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
64.	Customer Operations	Customer Experience	Customer Experience	Head of Customer Experience	50207
65.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	51389
66.	Customer Operations	Customer Experience	Customer Experience	Lettings Customer Services Manager	52652
67.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	50605
68.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	51290
69.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	53306
70.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	51412
71.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	50411
72.	Customer Operations	Customer Experience	Customer Experience	Customer Services Manager	51452
73.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	50029

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
74.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	51472
75.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	53128
76.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	51330
77.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	52855
78.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	51475
79.	Customer Operations	Customer Experience	Customer Experience	Customer Experience Specialist	53134
80.	Customer Operations	Customer Operations	Customer Operations	Customer Operations Director	51274
81.	Customer Operations	Home Purchase Team	Home Purchase Team	Conveyancing Business Development Manager	50886
82.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	50478
83.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	50691

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
84.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	51557
85.	Customer Operations	Home Purchase Team	Home Purchase Team	HPT Team Manager	50362
86.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	50278
87.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	50295
88.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	50578
89.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	50782
90.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	51509
91.	Customer Operations	Home Purchase Team	Home Purchase Team	Director of Partnerships	50859
92.	Customer Operations	Home Purchase Team	Home Purchase Team	Home Purchase Consultant	52563
93.	Customer Operations	Post Sales Support	Post Sales Support	Post Sales Support Agent	51292

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
94.	Customer Operations	Post Sales Support	Post Sales Support	Post Sales Operations Manager	50035
95.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Team Leader	51344
96.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	51333
97.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	53184
98.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	50728
99.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	51408
100.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	51407
101.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	53034
102.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	52889
103.	Customer Operations	Post Sales Support	Post Sales Support Team 1	Post Sales Support Agent	53350

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
104.	Customer Operations	Post Sales Support	Post Sales Support Team 2	Post Sales Support Agent	52650
105.	Customer Operations	Post Sales Support	Post Sales Support Team 2	Post Sales Support Agent	51405
106.	Customer Operations	Post Sales Support	Post Sales Support Team 2	Post Sales Support Agent	51553
107.	Customer Operations	Post Sales Support	Post Sales Support Team 2	Post Sales Support Agent	52680
108.	Customer Operations	Post Sales Support	Post Sales Support Team 2	Post Sales Support Team Leader	50458
109.	Customer Operations	Post Sales Support	Post Sales Support Team 2	Post Sales Support Agent	51380
110.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	51631
111.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	51592
112.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	50900
113.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	51411

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
114.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Team Leader	50871
115.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	53032
116.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	53049
117.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	53057
118.	Customer Operations	Post Sales Support	Post Sales Support Team 3	Post Sales Support Agent	51558
119.	Customer Operations	Post Sales Support	Post Sales Support Team 4	Post Sales Support Agent	50127
120.	Customer Operations	Post Sales Support	Post Sales Support Team 4	Post Sales Support Team Leader	51112
121.	Customer Operations	Workforce Officers	Workforce Officers	WFO- Schedule Planner	51161
122.	Customer Operations	Workforce Officers	Workforce Officers	WFO - Planning Analyst	50870
123.	Customer Operations	Workforce Officers	Workforce Officers	WFO- Forecast Planner	51172

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
124.	Customer Operations	Workforce Officers	Workforce Officers	WFO- Planning Analyst	51143
125.	Customer Operations	Workforce Officers	Workforce Officers	WFO - Planning Analyst	52912
126.	Digital & Technology			BI Analyst	53173
127.	Digital & Technology			BI Analyst	50253
128.	Digital & Technology			Business Intelligence Developer	50735
129.	Digital & Technology			Business Intelligence Analyst	50214
130.	Digital & Technology	Digital		Senior Performance Analyst	53023
131.	Digital & Technology	Digital		Head of Delivery	53305
132.	Digital & Technology	Digital Services & Support	Digital Services	Business Analyst	50231
133.	Digital & Technology	Digital Services & Support	Digital Services	Interim Data Insights Lead	51220

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
134.	Digital & Technology	Digital Services & Support	Digital Services	Head of Supplier Management	51428
135.	Digital & Technology	Digital Services & Support	Digital Services & Support	Associate Product Manager	50255
136.	Digital & Technology	Digital Services & Support	Digital Services & Support	Supplier Management Co-ordinator	51099
137.	Digital & Technology	Digital Services & Support	IT, Infrastructure & Support	Junior Support Analyst	52970
138.	Digital & Technology	Digital Services & Support	IT, Infrastructure & Support	Operations Manager	50590
139.	Digital & Technology	Digital Services & Support	IT, Infrastructure & Support	First Line Support	50699
140.	Digital & Technology	Digital Services & Support	IT, Infrastructure & Support	First Line Support Analyst	50835
141.	Digital & Technology	Digital Services & Support	IT, Infrastructure & Support	Integration Architect	51531
142.	Digital & Technology	Engineering	Engineering	Junior Manual QA	51362
143.	Digital & Technology	Engineering	Engineering	Head of Delivery & Operations	53253

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
144.	Digital & Technology	Engineering	Engineering	Senior Manual QA	51087
145.	Digital & Technology	Engineering	Engineering	Head of Data & Architecture Digital	53250
146.	Digital & Technology	Engineering	Engineering	Junior Back End Developer	50100
147.	Digital & Technology	Engineering	Engineering Team A	Senior Mobile Developer	51251
148.	Digital & Technology	Engineering	Engineering Team A	Mid Front End Developer	50156
149.	Digital & Technology	Engineering	Engineering Team A	Chief Engineer	52647
150.	Digital & Technology	Engineering	Engineering Team A	Senior Back End Developer	51322
151.	Digital & Technology	Engineering	Engineering Team B	Mid Mobile Developer	51284
152.	Digital & Technology	Engineering	Engineering Team B	Staff Engineer	50399
153.	Digital & Technology	Engineering	Engineering Team B	Mid Mobile Developer	50326

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
154.	Digital & Technology	Engineering	Engineering Team B	Mid Back End Developer	51438
155.	Digital & Technology	Engineering	Engineering Team C	Senior Front End Developer	51518
156.	Digital & Technology	Engineering	Engineering Team C	Junior Front End Engineer	52812
157.	Digital & Technology	Engineering	Engineering Team C	Quality Engineer	51283
158.	Digital & Technology	Engineering	Engineering Team D	Mid Back End Developer	50338
159.	Digital & Technology	Product	Product & Design Operations	Content Designer	53113
160.	Digital & Technology	Product	Product & Design Operations	Interim Content Lead	51604
161.	Digital & Technology	Product	Product & Design Operations	Product & Design Ops Manager	51308
162.	Digital & Technology	Product	Product Experience	Design Lead	51306
163.	Digital & Technology	Product	Product Experience	UX Designer	51242

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
164.	Digital & Technology	Product	Product Experience	Product Designer	51493
165.	Digital & Technology	Product	Product Experience	Head of Product & Design	51309
166.	Digital & Technology	Product	Product Experience	Senior User Experience Designer	51245
167.	Digital & Technology	Product	Product Experience	Senior User Experience Designer	51399
168.	Digital & Technology	Product	Product Management	Senior Product Manager	50844
169.	Digital & Technology	Product	Product Management	Senior Product Manager	50006
170.	Digital & Technology	Product	Product Management	Product Lead	51620
171.	Executive	Executive		Business Manager	51177
172.	Executive	Executive	Executive - Chief Finance Officer	Chief Finance Officer	53249
173.	Executive	Executive	Executive - Chief Marketing Officer	Chief Marketing Officer	53270

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
174.	Executive	Executive	Executive - Chief Sales Officer	Chief Sales Officer	53277
175.	Executive	Executive	Executive - Chief Technical Officer	Chief Technical Officer	53183
176.	Executive	Executive	Executive - General Counsel and Company Secretary	General Counsel & Company Secretary	53175
177.	Executive	Executive	Executive Assistant	Executive Assistant	51474
178.	Finance	Commercial Finance	Finance Business Partnering	Functional Costs Business Partner	51139
179.	Finance	Commercial Finance	Finance Business Partnering	Senior Commercial Finance Manager-Sales	51203
180.	Finance	Finance Operations	Account Payable & Management Accounts	UK Financial Controller	52767
181.	Finance	Finance Operations	Account Payable & Management Accounts	Accounts Payable Assistant	53085
182.	Finance	Finance Operations	Account Payable & Management Accounts	Trading Finance Business Partner	51515

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
183.	Finance	Finance Operations	Account Payable & Management Accounts	Accounts Payable Controller	52762
184.	Finance	Finance Operations	Account Payable & Management Accounts	Assistant Management Accountant	52992
185.	Finance	Finance Operations	Account Payable & Management Accounts	Management Accountant	53165
186.	Finance	Finance Operations	Account Payable & Management Accounts	Management Accountant	50997
187.	Finance	Finance Operations	Account Payable & Management Accounts	Assistant Management Accountant	50840
188.	Finance	Finance Operations	Finance Operations	Finance Director	51487
189.	Finance	Group Reporting	Group Reporting	Head of Group Financial Reporting	50584
190.	Finance	Risk and Control	Risk and Control	Interim Group Reporting Manager	52689
191.	Legal	Legal	Legal	Data Protection Officer	53059
192.	Legal	Legal	Legal	Data Protection Analyst	50465

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
193.	Lettings	Central Operations	Central Operations	Administration Assistant	53072
194.	Lettings	Central Operations	Central Operations	Head of Property Management	50269
195.	Lettings	Central Operations	Central Operations	Administration Assistant	53077
196.	Lettings	Central Operations	Central Operations	Administration Assistant	53070
197.	Lettings	Central Operations	Compliance	Lettings Compliance Team Manager	53029
198.	Lettings	Central Operations	Compliance	Lettings Compliance Administrator	51528
199.	Lettings	Central Operations	Compliance	Lettings Compliance Administrator	51529
200.	Lettings	Central Operations	Compliance	Lettings Compliance Administrator	51478
201.	Lettings	Central Operations	Compliance	Lettings Compliance Administrator	53120
202.	Lettings	Central Operations	Compliance	Lettings Compliance Administrator	50792
203.	Lettings	Central Operations	Compliance	Lettings Compliance Assistant	51086
204.	Lettings	Central Operations	Compliance	Lettings Compliance Administrator	50826
205.	Lettings	Central Operations	Pre Tenancy	Pre-Tenancy Administrator	51326
206.	Lettings	Central Operations	Pre Tenancy	Pre-Tenancy Administrator	51277
207.	Lettings	Central Operations	Pre Tenancy	Pre-Tenancy Administrator	50778

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
208.	Lettings	Central Operations	Property Management	Property Manager	53002
209.	Lettings	Central Operations	Property Management	Property Manager	51461
210.	Lettings	Central Operations	Property Management	Property Manager	52849
211.	Lettings	Central Operations	Property Management	Property Manager	52959
212.	Lettings	Central Operations	Property Management	Property Manager	53190
213.	Lettings	Central Operations	Property Management	Property Manager	53006
214.	Lettings	Central Operations	Property Management	Property Manager	52847
215.	Lettings	Central Operations	Property Management	Property Manager	52662
216.	Lettings	Central Operations	Property Management	Property Manager	52685
217.	Lettings	Central Operations	Property Management	Property Manager	50976

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
218.	Lettings	Central Operations	Property Management	Property Manager	53188
219.	Lettings	Central Operations	Property Management	Property Manager	51413
220.	Lettings	Central Operations	Property Management	Property Manager	53161
221.	Lettings	Central Operations	Property Management	Property Manager	52873
222.	Lettings	Central Operations	Property Management	Property Manager Team Manager	52659
223.	Lettings	Central Operations	Property Management	Property Manager	53001
224.	Lettings	Central Operations	Property Management	Property Manager	52688
225.	Lettings	Central Operations	Property Management	Property Manager	53163
226.	Lettings	Central Operations	Property Management	Property Manager	51186
227.	Lettings	Central Operations	Property Management	Property Manager Team Leader	50919

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
228.	Lettings	Central Operations	Property Management	Property Manager	51210
229.	Lettings	Central Operations	Property Management	Property Manager Team Manager	51439
230.	Lettings	Central Operations	Property Management	Property Manager	53056
231.	Lettings	Central Operations	Property Management	Property Manager	52886
232.	Lettings	Central Operations	Property Management	Property Manager	53013
233.	Lettings	Client Accounts	Accounts	Client Accounts Assistant	51162
234.	Lettings	Client Accounts	Accounts	Client Accounts Assistant	52739
235.	Lettings	Client Accounts	Accounts	Client Accounts Assistant	53125
236.	Lettings	Client Accounts	Accounts	Client Accounts Team Leader	50613
237.	Lettings	Client Accounts	Client Accounts	Client Accounts Manager	50604
238.	Lettings	Client Accounts	Collections	Rent Collections Officer	51167
239.	Lettings	Client Accounts	Collections	Collections Officer Lettings	52808
240.	Lettings	Client Accounts	Collections	Collections Team Leader	50836
241.	Lettings	Client Accounts	Collections	Rent Collections Officer	51582
242.	Lettings	Client Accounts	Collections	Rent Collections Officer	53110

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
243.	Lettings	Lettings	Lettings	Director of Lettings	51590
244.	Lettings	Lettings	Lettings	Local Lettings Partner	53031
245.	Lettings	Lettings	Lettings	Local Lettings Partner	53359
246.	Lettings	Lettings	Lettings	Local Lettings Partner	53036
247.	Lettings	Lettings	Lettings	Local Lettings Partner	53131
248.	Lettings	Lettings	Lettings	Local Lettings Partner	52989
249.	Lettings	Lettings	Lettings	Local Lettings Partner	53015
250.	Lettings	Lettings	Lettings	Re-let Partner	53050
251.	Lettings	Lettings	Lettings Field Birmingham	Area Director	51127
252.	Lettings	Lettings	Lettings Field London	Lettings Area Director	52999
253.	Marketing			Growth Product Manager	50350
254.	Marketing	Brand	Brand	Brand Design Manager	50380
255.	Marketing	Brand	Brand	Marketing Executive	53045
256.	Marketing	Growth	Growth	CRM Manager	53192
257.	Marketing	Growth	Growth	Community and Reputation Manager	52700

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
258.	Marketing	Marketing	Marketing	Marketing Director	53219
259.	Marketing	Marketing	Marketing	Director of Performance Marketing	53336
260.	Marketing	Marketing	Marketing	SEO Contractor	53273
261.	Mortgages	Mortgages	Mortgages	Mortgage Advisor	53239
262.	Mortgages	Mortgages	Mortgages	Mortgage Advisor	53251
263.	Mortgages	Mortgages	Mortgages	Mortgage Administrator	53244
264.	Mortgages	Mortgages	Mortgages	Mortgage Operations Manager	51349
265.	Mortgages	Mortgages	Mortgages	Mortgage Advisor	53238
266.	Mortgages	Mortgages	Mortgages	Mortgage Advisor	53252
267.	Mortgages	Mortgages	Mortgages	Mortgage Administrator	51391
268.	Mortgages	Mortgages	Mortgages	Administrator Manager	53235
269.	Mortgages	Mortgages	Mortgages	Mortgage Advisor	53242
270.	People	Business Partnering	Business Partnering	Senior People Business Partner	53243
271.	People	Communications	Communications	Head of Internal Communications	50135
272.	People	Health & Safety Sustainability	Health & Safety Sustainability	Planning, H&S and Facilities Manager	51226

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
273.	People	People Operations	People Operations	HR Director	51179
274.	People	People Operations	People Operations	HR Advisor	51080
275.	People	People Operations	People Operations	HR Advisor	52784
276.	People	People Operations	People Operations	People Operations Manager	51468
277.	People	Talent, Learning & Development	Learning & Development	Delivery Trainer	51886
278.	People	Talent, Learning & Development	Learning & Development	Learning Design and Implementation Manager	51625
279.	People	Talent, Learning & Development	Learning & Development	Learning and Development Partner Trainee (South)	52733
280.	People	Talent, Learning & Development	Learning & Development	Learning and Development Lettings Business Partner	51432
281.	People	Talent, Learning & Development	Learning & Development	L&D Manager	52677
282.	People	Talent, Learning & Development	Talent Acquisition	Future Talent Partner	51533
283.	People	Talent, Learning & Development	Talent Acquisition	Future Talent Partner	53141
284.	People	Talent, Learning & Development	Talent Acquisition	Future Talent Partner	51500

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
285.	Sales	Central		Regional Director - Central	53283
286.	Sales	Central	Liverpool	Local Property Agent	53222
287.	Sales	Central	Liverpool	Local Property Partner	52297
288.	Sales	Central	Liverpool	Local Property Agent	53189
289.	Sales	Central	Liverpool	Local Property Agent	53005
290.	Sales	Central	Liverpool	Local Property Partner	52344
291.	Sales	Central	Liverpool	Local Property Agent	52356
292.	Sales	Central	Liverpool	Local Property Partner	51920
293.	Sales	Central	Liverpool	Local Property Partner	51766
294.	Sales	Central	Liverpool	Local Property Partner	52902
295.	Sales	Central	Liverpool	Local Property Agent	52829
296.	Sales	Central	Liverpool	Local Property Agent	52268
297.	Sales	Central	Liverpool	Local Property Agent	52170
298.	Sales	Central	Liverpool	Local Property Agent	52293
299.	Sales	Central	Liverpool	Local Property Agent	52122
300.	Sales	Central	Liverpool	Local Property Partner	52027

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
301.	Sales	Central	Liverpool	Local Property Agent	52401
302.	Sales	Central	Liverpool	Local Property Agent	53162
303.	Sales	Central	Liverpool	Local Property Partner	52132
304.	Sales	Central	Liverpool	Local Property Partner	52029
305.	Sales	Central	Liverpool	Local Property Partner	52055
306.	Sales	Central	Liverpool	Area Director	51704
307.	Sales	Central	Liverpool	Assistant Area Director	51966
308.	Sales	Central	Liverpool	Local Property Agent	52362
309.	Sales	Central	Liverpool	Local Property Partner	52311
310.	Sales	Central	Liverpool	Local Property Partner	52171
311.	Sales	Central	Liverpool	Local Property Agent	53345
312.	Sales	Central	Liverpool	Local Property Agent	53229
313.	Sales	Central	Liverpool	Local Property Partner	51782
314.	Sales	Central	Liverpool	Local Property Agent	52335
315.	Sales	Central	Liverpool	Local Property Agent	52797
316.	Sales	Central	Liverpool	Local Property Agent	52958

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
317.	Sales	Central	Liverpool	Local Property Partner	52020
318.	Sales	Central	Liverpool	Local Property Partner	52153
319.	Sales	Central	Liverpool	Local Property Agent	53301
320.	Sales	Central	Liverpool	Local Property Agent	53151
321.	Sales	Central	Liverpool	Local Property Agent	52952
322.	Sales	Central	Liverpool	Local Property Partner	51888
323.	Sales	Central	Northampton & South Leicester	Local Property Agent	52727
324.	Sales	Central	Northampton & South Leicester	Local Property Agent	53352
325.	Sales	Central	Northampton & South Leicester	Local Property Agent	52827
326.	Sales	Central	Northampton & South Leicester	Local Property Partner	52070
327.	Sales	Central	Northampton & South Leicester	Local Property Agent	52796
328.	Sales	Central	Northampton & South Leicester	Local Property Partner	51911

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
329.	Sales	Central	Northampton & South Leicester	Local Property Agent	52582
330.	Sales	Central	Nottingham	Local Property Partner	53341
331.	Sales	Central	Nottingham	Local Property Agent	52897
332.	Sales	Central	Nottingham	Local Property Partner	52411
333.	Sales	Central	Nottingham	Local Property Partner	52287
334.	Sales	Central	Nottingham	Local Property Agent	53337
335.	Sales	Central	Nottingham	Local Property Agent	52211
336.	Sales	Central	Nottingham	Local Property Agent	53297
337.	Sales	Central	Nottingham	Local Property Agent	52371
338.	Sales	Central	Nottingham	Local Property Agent	53312
339.	Sales	Central	Nottingham	Local Property Partner	53280
340.	Sales	Central	Nottingham	Local Property Partner	52321
341.	Sales	Central	Nottingham	Local Property Partner	52100
342.	Sales	Central	Nottingham	Local Property Agent	52377
343.	Sales	Central	Nottingham	Area Director	51701

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
344.	Sales	Central	Nottingham	Local Property Agent	52811
345.	Sales	Central	Nottingham	Local Property Partner	52155
346.	Sales	Central	Nottingham	Local Property Partner	53139
347.	Sales	Central	Nottingham	Local Property Partner	52368
348.	Sales	Central	Nottingham	Assistant Area Director	51958
349.	Sales	Central	Nottingham	Local Property Partner	53016
350.	Sales	Central	Nottingham	Local Property Partner	52300
351.	Sales	Central	Nottingham	Local Property Agent	52561
352.	Sales	Central	Nottingham	Local Property Agent	52694
353.	Sales	Central	Nottingham	Local Property Agent	52187
354.	Sales	Central	Nottingham	Local Property Agent	52340
355.	Sales	Central	Nottingham	Local Property Partner	51981
356.	Sales	Central	Nottingham	Local Property Partner	53202
357.	Sales	Central	Nottingham	Local Property Partner	52102
358.	Sales	Central	Nottingham	Local Property Agent	52318

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
359.	Sales	Central	Nottingham	Local Property Agent	52227
360.	Sales	Central	Nottingham	Local Property Agent	52228
361.	Sales	Central	Nottingham	Local Property Partner	52144
362.	Sales	Central	Nottingham	Local Property Agent	52392
363.	Sales	Central	Nottingham	Local Property Partner	52348
364.	Sales	Central	Nottingham	Local Property Agent	51898
365.	Sales	Central	Nottingham	Local Property Partner	53361
366.	Sales	Central	Nottingham	Local Property Partner	52199
367.	Sales	Central	Nottingham	Local Property Partner	53315
368.	Sales	Central	Nottingham	Local Property Agent	53334
369.	Sales	Central	Nottingham	Local Property Partner	52011
370.	Sales	Central	Nottingham	Local Property Agent	53233
371.	Sales	Central	Nottingham	Local Property Partner	52255
372.	Sales	Central	Nottingham	Local Property Partner	52087
373.	Sales	Central	Nottingham	Local Property Agent	52559

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
374.	Sales	Central	Nottingham	Local Property Agent	53298
375.	Sales	Central	Oxford	Local Property Partner	51985
376.	Sales	Central	Oxford	Local Property Agent	53333
377.	Sales	Central	Oxford	Area Director	52056
378.	Sales	Central	Oxford	Local Property Agent	52844
379.	Sales	Central	Oxford	Local Property Partner	52964
380.	Sales	Central	Oxford	Local Property Agent	52917
381.	Sales	Central	Oxford	Local Property Partner	52074
382.	Sales	Central	Oxford	Local Property Partner	53199
383.	Sales	Central	Oxford	Local Property Partner	52834
384.	Sales	Central	Oxford	Local Property Agent	51965
385.	Sales	Central	Oxford	Local Property Partner	53221
386.	Sales	Central	Oxford	Local Property Agent	52045
387.	Sales	Central	Oxford	Local Property Agent	53317
388.	Sales	Central	Oxford	Local Property Partner	52350
389.	Sales	Central	Oxford	Local Property Partner	52280

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
390.	Sales	Central	Oxford	Local Property Partner	51802
391.	Sales	Central	Oxford	Local Property Agent	53154
392.	Sales	Central	Oxford	Local Property Partner	51805
393.	Sales	Central	Oxford	Local Property Agent	53276
394.	Sales	Central	Oxford	Local Property Agent	53284
395.	Sales	Central	Oxford	Local Property Partner	51854
396.	Sales	Central	Oxford	Local Property Agent	53172
397.	Sales	Central	Reading	Local Property Agent	52338
398.	Sales	Central	Reading	Local Property Partner	52698
399.	Sales	Central	Reading	Local Property Partner	52049
400.	Sales	Central	Reading	Local Property Agent	53129
401.	Sales	Central	Reading	Local Property Partner	52946
402.	Sales	Central	Reading	Local Property Agent	53307
403.	Sales	Central	Reading	Local Property Agent	52259
404.	Sales	Central	Reading	Local Property Agent	52019
405.	Sales	Central	Reading	Local Property Agent	52815

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
406.	Sales	Central	Reading	Local Property Partner	52851
407.	Sales	Central	Reading	Local Property Partner	53279
408.	Sales	Central	Reading	Area Director	52054
409.	Sales	Central	Reading	Local Property Partner	53339
410.	Sales	Central	Sheffield	Local Property Partner	51967
411.	Sales	Central	Sheffield	Local Property Partner	52003
412.	Sales	Central	Sheffield	Local Property Partner	52033
413.	Sales	Central	Sheffield	Local Property Agent	53024
414.	Sales	Central	Sheffield	Local Property Partner	52000
415.	Sales	Central	Sheffield	Local Property Agent	53287
416.	Sales	Central	Sheffield	Local Property Agent	52026
417.	Sales	Central	Sheffield	Local Property Partner	51790
418.	Sales	Central	Sheffield	Local Property Agent	51371
419.	Sales	Central	Sheffield	Local Property Partner	51995
420.	Sales	Central	Sheffield	Local Property Agent	53326
421.	Sales	Central	Sheffield	Local Property Agent	52571

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
422.	Sales	Central	Sheffield	Local Property Partner	51878
423.	Sales	Central	Sheffield	Local Property Agent	51893
424.	Sales	Central	Sheffield	Local Property Agent	52693
425.	Sales	Central	Sheffield	Local Property Partner	52024
426.	Sales	Central	Sheffield	Local Property Agent	51764
427.	Sales	Central	Sheffield	Local Property Partner	53203
428.	Sales	Central	Sheffield	Area Director	51700
429.	Sales	Central	Sheffield	Local Property Partner	52025
430.	Sales	Central	Sheffield	Local Property Agent	52828
431.	Sales	Central	Sheffield	Local Property Partner	52994
432.	Sales	Central	Sheffield	Local Property Agent	52186
433.	Sales	Central	Sheffield	Local Property Agent	53080
434.	Sales	Central	South Birmingham & South Coventry	Local Property Partner	52012
435.	Sales	Central	South Birmingham & South Coventry	Local Property Partner	52202

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
436.	Sales	Central	South Birmingham & South Coventry	Local Property Agent	53226
437.	Sales	Central	South Birmingham & South Coventry	Local Property Partner	51955
438.	Sales	Central	South Birmingham & South Coventry	Local Property Partner	52006
439.	Sales	Central	South Birmingham & South Coventry	Local Property Partner	52097
440.	Sales	Central	South Birmingham & South Coventry	Local Property Agent	53095
441.	Sales	Central	South Birmingham & South Coventry	Local Property Agent	51024
442.	Sales	Central	South Birmingham & South Coventry	Local Property Agent	53168
443.	Sales	Central	South Birmingham & South Coventry	Area Director	51947
444.	Sales	Central	South Birmingham & South Coventry	Local Property Agent	52768

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
445.	Sales	Central	South Birmingham & South Coventry	Local Property Partner	52305
446.	Sales	Central	Wolverhampton	Local Property Partner	51978
447.	Sales	Central	Wolverhampton	Local Property Partner	52921
448.	Sales	Central	Wolverhampton	Local Property Agent	52923
449.	Sales	Central	Wolverhampton	Local Property Partner	53086
450.	Sales	North and Wales		Regional Director - North and Wales	53320
451.	Sales	North and Wales		Area Director	51705
452.	Sales	North and Wales	Cardiff	Local Property Partner	52176
453.	Sales	North and Wales	Cardiff	Area Director	51711
454.	Sales	North and Wales	Cardiff	Local Property Agent	53299
455.	Sales	North and Wales	Cardiff	Local Property Partner	52400
456.	Sales	North and Wales	Cardiff	Local Property Agent	52730
457.	Sales	North and Wales	Cardiff	Local Property Partner	52174
458.	Sales	North and Wales	Cardiff	Local Property Partner	52190
459.	Sales	North and Wales	Cardiff	Local Property Partner	51915

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
460.	Sales	North and Wales	Cardiff	Local Property Partner	52191
461.	Sales	North and Wales	Cardiff	Local Property Partner	51763
462.	Sales	North and Wales	Cardiff	Local Property Partner	52125
463.	Sales	North and Wales	Cardiff	Local Property Agent	52975
464.	Sales	North and Wales	Cardiff	Local Property Agent	52168
465.	Sales	North and Wales	Cardiff	Local Property Agent	52869
466.	Sales	North and Wales	Cardiff	Local Property Agent	53327
467.	Sales	North and Wales	Durham	Local Property Partner	51743
468.	Sales	North and Wales	Durham	Local Property Agent	53303
469.	Sales	North and Wales	Durham	Local Property Agent	53349
470.	Sales	North and Wales	Durham	Local Property Partner	51984
471.	Sales	North and Wales	Durham	Local Property Partner	51756
472.	Sales	North and Wales	Durham	Local Property Agent	51730
473.	Sales	North and Wales	Durham	Local Property Partner	51856
474.	Sales	North and Wales	Durham	Local Property Partner	52261
475.	Sales	North and Wales	Durham	Local Property Agent	53322

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
476.	Sales	North and Wales	Durham	Local Property Partner	53088
477.	Sales	North and Wales	Durham	Local Property Partner	51727
478.	Sales	North and Wales	Durham	Local Property Agent	52918
479.	Sales	North and Wales	Durham	Local Property Agent	53127
480.	Sales	North and Wales	Durham	Local Property Agent	53087
481.	Sales	North and Wales	Durham	Local Property Partner	52398
482.	Sales	North and Wales	Durham	Local Property Partner	53335
483.	Sales	North and Wales	Durham	Local Property Partner	53132
484.	Sales	North and Wales	Durham	Local Property Agent	52545
485.	Sales	North and Wales	Durham	Local Property Partner	53025
486.	Sales	North and Wales	Durham	Area Director	52610
487.	Sales	North and Wales	Durham	Local Property Agent	53098
488.	Sales	North and Wales	Edinburgh	Local Property Partner	53105
489.	Sales	North and Wales	Edinburgh	Local Property Partner	51776
490.	Sales	North and Wales	Edinburgh	Local Property Partner	51973
491.	Sales	North and Wales	Edinburgh	Local Property Agent	53254

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
492.	Sales	North and Wales	Edinburgh	Local Property Partner	52759
493.	Sales	North and Wales	Edinburgh	Local Property Partner	51944
494.	Sales	North and Wales	Edinburgh	Local Property Partner	53292
495.	Sales	North and Wales	Edinburgh	Local Property Agent	53157
496.	Sales	North and Wales	Edinburgh	Local Property Agent	53022
497.	Sales	North and Wales	Edinburgh	Local Property Partner	53033
498.	Sales	North and Wales	Edinburgh	Area Director	51710
499.	Sales	North and Wales	Edinburgh	Local Property Agent	53344
500.	Sales	North and Wales	Edinburgh	Local Property Agent	53347
501.	Sales	North and Wales	Edinburgh	Local Property Agent	52954
502.	Sales	North and Wales	Edinburgh	Local Property Agent	52230
503.	Sales	North and Wales	Edinburgh	Local Property Partner	52910
504.	Sales	North and Wales	Edinburgh	Local Property Partner	51875
505.	Sales	North and Wales	Edinburgh	Local Property Partner	53302
506.	Sales	North and Wales	Edinburgh	Local Property Partner	52960
507.	Sales	North and Wales	Edinburgh	Local Property Partner	51879

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
508.	Sales	North and Wales	Edinburgh	Local Property Agent	52134
509.	Sales	North and Wales	Edinburgh	Local Property Agent	52018
510.	Sales	North and Wales	Edinburgh	Local Property Agent	53115
511.	Sales	North and Wales	Glasgow	Local Property Partner	52830
512.	Sales	North and Wales	Glasgow	Local Property Agent	52009
513.	Sales	North and Wales	Glasgow	Local Property Agent	53138
514.	Sales	North and Wales	Glasgow	Local Property Partner	52271
515.	Sales	North and Wales	Glasgow	Local Property Partner	52222
516.	Sales	North and Wales	Glasgow	Local Property Partner	52789
517.	Sales	North and Wales	Glasgow	Area Director	52151
518.	Sales	North and Wales	Glasgow	Local Property Agent	52760
519.	Sales	North and Wales	Glasgow	Local Property Partner	52112
520.	Sales	North and Wales	Glasgow	Local Property Agent	52339
521.	Sales	North and Wales	Glasgow	Local Property Partner	52602
522.	Sales	North and Wales	Glasgow	Local Property Partner	52043
523.	Sales	North and Wales	Glasgow	Local Property Partner	51959

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
524.	Sales	North and Wales	Glasgow	Local Property Partner	52270
525.	Sales	North and Wales	Glasgow	Local Property Partner	52695
526.	Sales	North and Wales	Glasgow	Local Property Agent	52116
527.	Sales	North and Wales	Glasgow	Local Property Agent	52564
528.	Sales	North and Wales	Glasgow	Local Property Agent	52285
529.	Sales	North and Wales	Gloucester	Local Property Partner	52172
530.	Sales	North and Wales	Gloucester	Local Property Agent	53285
531.	Sales	North and Wales	Gloucester	Local Property Agent	52737
532.	Sales	North and Wales	Gloucester	Area Director	53058
533.	Sales	North and Wales	Gloucester	Local Property Partner	53177
534.	Sales	North and Wales	Gloucester	Local Property Agent	53021
535.	Sales	North and Wales	Gloucester	Local Property Partner	53286
536.	Sales	North and Wales	Gloucester	Local Property Agent	53281
537.	Sales	North and Wales	Gloucester	Local Property Partner	52395
538.	Sales	North and Wales	Gloucester	Local Property Agent	52826
539.	Sales	North and Wales	Gloucester	Local Property Agent	53296

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
540.	Sales	North and Wales	Gloucester	Local Property Partner	52269
541.	Sales	North and Wales	Gloucester	Local Property Partner	52152
542.	Sales	North and Wales	Manchester	Local Property Partner	52589
543.	Sales	North and Wales	Manchester	Local Property Agent	51716
544.	Sales	North and Wales	Manchester	Local Property Partner	52993
545.	Sales	North and Wales	Manchester	Local Property Agent	53268
546.	Sales	North and Wales	Manchester	Local Property Partner	51892
547.	Sales	North and Wales	Manchester	Local Property Partner	51929
548.	Sales	North and Wales	Manchester	Local Property Agent	51841
549.	Sales	North and Wales	Manchester	Local Property Partner	52382
550.	Sales	North and Wales	Manchester	Area Director	51786
551.	Sales	North and Wales	Manchester	Local Property Agent	53342
552.	Sales	North and Wales	Manchester	Local Property Agent	52376
553.	Sales	North and Wales	Manchester	Local Property Partner	53150
554.	Sales	North and Wales	Manchester	Local Property Partner	52295

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
555.	Sales	North and Wales	Manchester	Local Property Agent	52929
556.	Sales	North and Wales	Manchester	Local Property Agent	53169
557.	Sales	North and Wales	Manchester	Local Property Partner	52845
558.	Sales	North and Wales	Manchester	Local Property Agent	51954
559.	Sales	North and Wales	Manchester	Local Property Agent	51724
560.	Sales	North and Wales	Manchester	Local Property Partner	52175
561.	Sales	North and Wales	Manchester	Local Property Agent	51717
562.	Sales	North and Wales	Manchester	Local Property Partner	52226
563.	Sales	North and Wales	North Wales	Area Director	52863
564.	Sales	North and Wales	North Wales	Local Property Partner	51824
565.	Sales	North and Wales	North Wales	Local Property Partner	52396
566.	Sales	North and Wales	North Wales	Local Property Agent	53291
567.	Sales	North and Wales	North Wales	Local Property Partner	51852
568.	Sales	North and Wales	North Wales	Local Property Agent	53206
569.	Sales	North and Wales	North Wales	Local Property Partner	52406

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
570.	Sales	North and Wales	North Wales	Local Property Agent	53354
571.	Sales	North and Wales	North Wales	Local Property Agent	53325
572.	Sales	North and Wales	North Wales	Local Property Agent	53340
573.	Sales	North and Wales	North Wales	Local Property Partner	51936
574.	Sales	North and Wales	Preston	Local Property Agent	52120
575.	Sales	North and Wales	Preston	Local Property Agent	53348
576.	Sales	North and Wales	Preston	Local Property Partner	53167
577.	Sales	North and Wales	Preston	Local Property Partner	52557
578.	Sales	North and Wales	Preston	Area Director	52361
579.	Sales	North and Wales	Preston	Local Property Agent	53321
580.	Sales	North and Wales	Preston	Local Property Agent	52159
581.	Sales	North and Wales	Preston	Local Property Agent	51859
582.	Sales	North and Wales	Preston	Local Property Agent	53346
583.	Sales	North and Wales	Preston	Local Property Agent	52725
584.	Sales	North and Wales	Preston	Local Property Partner	52320
585.	Sales	North and Wales	Preston	Local Property Partner	51745

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
586.	Sales	North and Wales	Preston	Local Property Partner	53351
587.	Sales	North and Wales	Preston	Local Property Agent	53079
588.	Sales	North and Wales	Preston	Local Property Agent	51887
589.	Sales	North and Wales	Preston	Local Property Partner	52754
590.	Sales	North and Wales	York	Local Property Agent	51757
591.	Sales	North and Wales	York	Local Property Agent	53176
592.	Sales	North and Wales	York	Local Property Partner	51843
593.	Sales	North and Wales	York	Local Property Agent	52893
594.	Sales	North and Wales	York	Local Property Partner	53329
595.	Sales	North and Wales	York	Local Property Partner	51719
596.	Sales	North and Wales	York	Local Property Partner	52236
597.	Sales	North and Wales	York	Local Property Partner	51771
598.	Sales	North and Wales	York	Local Property Agent	51720
599.	Sales	North and Wales	York	Local Property Agent	53282
600.	Sales	North and Wales	York	Local Property Partner	51746
601.	Sales	North and Wales	York	Local Property Partner	53220

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
602.	Sales	North and Wales	York	Area Director	52316
603.	Sales	Sales	Sales	Interim Head of Publications and Revenue Recovery	51437
604.	Sales	Sales	Sales	Executive Assistant	51382
605.	Sales	Sales	Sales	Business Manager	52758
606.	Sales	South		Business Account Executive	50059
607.	Sales	South		Interim Head Of Land & New Homes	51240
608.	Sales	South		Regional Land & New Homes Manager	52943
609.	Sales	South		Land & New Homes Manager	50435
610.	Sales	South		Regional Director - South	51418
611.	Sales	South	Bristol	Area Director	52201
612.	Sales	South	Bristol	Local Property Partner	52716
613.	Sales	South	Bristol	Local Property Agent	52909
614.	Sales	South	Bristol	Local Property Agent	53290
615.	Sales	South	Bristol	Local Property Agent	51927
616.	Sales	South	Bristol	Local Property Partner	52127

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
617.	Sales	South	Bristol	Local Property Partner	51960
618.	Sales	South	Bristol	Local Property Agent	51883
619.	Sales	South	Bristol	Local Property Partner	51849
620.	Sales	South	Bristol	Local Property Agent	51874
621.	Sales	South	Bristol	Local Property Partner	53318
622.	Sales	South	Bristol	Local Property Agent	52833
623.	Sales	South	Canterbury	Local Property Partner	52010
624.	Sales	South	Canterbury	Local Property Partner	52794
625.	Sales	South	Canterbury	Local Property Agent	52761
626.	Sales	South	Canterbury	Local Property Partner	52128
627.	Sales	South	Canterbury	Local Property Agent	52852
628.	Sales	South	Canterbury	Local Property Agent	52753
629.	Sales	South	Canterbury	Area Director	51423
630.	Sales	South	Canterbury	Local Property Partner	53314
631.	Sales	South	Canterbury	Local Property Agent	52219
632.	Sales	South	Canterbury	Local Property Partner	52842

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
633.	Sales	South	Canterbury	Local Property Partner	52044
634.	Sales	South	Canterbury	Local Property Agent	52966
635.	Sales	South	Canterbury	Local Property Partner	52870
636.	Sales	South	Colchester	Local Property Partner	53293
637.	Sales	South	Colchester	Area Director	52164
638.	Sales	South	Colchester	Local Property Agent	51948
639.	Sales	South	Colchester	Local Property Agent	53330
640.	Sales	South	Colchester	Local Property Agent	53338
641.	Sales	South	Colchester	Local Property Partner	53187
642.	Sales	South	Colchester	Local Property Partner	52928
643.	Sales	South	Colchester	Local Property Agent	53153
644.	Sales	South	Colchester	Local Property Partner	51795
645.	Sales	South	Colchester	Local Property Partner	52399
646.	Sales	South	Colchester	Local Property Agent	52397
647.	Sales	South	Colchester	Local Property Partner	52084
648.	Sales	South	Colchester	Local Property Partner	52334

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
649.	Sales	South	Colchester	Local Property Agent	53166
650.	Sales	South	Colchester	Local Property Agent	53052
651.	Sales	South	Colchester	Local Property Partner	53309
652.	Sales	South	Colchester	Local Property Partner	52233
653.	Sales	South	Colchester	Local Property Partner	52068
654.	Sales	South	Colchester	Local Property Agent	52783
655.	Sales	South	Croydon	Local Property Agent	52258
656.	Sales	South	Croydon	Local Property Agent	52982
657.	Sales	South	Croydon	Local Property Agent	53316
658.	Sales	South	Croydon	Local Property Partner	52013
659.	Sales	South	Croydon	Local Property Partner	52256
660.	Sales	South	Croydon	Area Director	51709
661.	Sales	South	Croydon	Local Property Partner	51846
662.	Sales	South	Croydon	Local Property Partner	51945
663.	Sales	South	Croydon	Local Property Partner	52031
664.	Sales	South	Croydon	Local Property Partner	52242

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
665.	Sales	South	Portsmouth	Area Director	51770
666.	Sales	South	Portsmouth	Local Property Partner	51983
667.	Sales	South	Portsmouth	Local Property Agent	53313
668.	Sales	South	Portsmouth	Local Property Agent	52825
669.	Sales	South	Portsmouth	Local Property Partner	52951
670.	Sales	South	Portsmouth	Local Property Agent	52537
671.	Sales	South	Portsmouth	Local Property Partner	51744
672.	Sales	South	Portsmouth	Local Property Partner	51769
673.	Sales	South	Portsmouth	Local Property Agent	52913
674.	Sales	South	Portsmouth	Local Property Partner	51975
675.	Sales	South	Portsmouth	Local Property Agent	52723
676.	Sales	South	Portsmouth	Local Property Agent	52551
677.	Sales	South	Portsmouth	Local Property Agent	52692
678.	Sales	South	Portsmouth	Local Property Agent	52193
679.	Sales	South	Portsmouth	Local Property Agent	52143

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
680.	Sales	South	Portsmouth	Local Property Agent	53343
681.	Sales	South	Portsmouth	Local Property Agent	52915
682.	Sales	South	Portsmouth	Local Property Agent	52712
683.	Sales	South	Portsmouth	Local Property Partner	52183
684.	Sales	South	Portsmouth	Local Property Agent	52404
685.	Sales	South	Portsmouth	Local Property Partner	51961
686.	Sales	South	Portsmouth	Local Property Partner	51900
687.	Sales	South	Portsmouth	Local Property Partner	52149
688.	Sales	South	Portsmouth	Local Property Partner	51759
689.	Sales	South	Portsmouth	Local Property Partner	53217
690.	Sales	South	Portsmouth	Local Property Partner	51902
691.	Sales	South	Romford	Local Property Agent	52709
692.	Sales	South	Romford	Local Property Agent	52309
693.	Sales	South	Romford	Local Property Agent	52864
694.	Sales	South	Romford	Local Property Partner	51810
695.	Sales	South	Romford	Local Property Agent	52260

No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
696.	Sales	South	Romford	Local Property Agent	51477
697.	Sales	South	Romford	Local Property Partner	51994
698.	Sales	South	Romford	Local Property Partner	52061
699.	Sales	South	Romford	Local Property Partner	53358
700.	Sales	South	Romford	Local Property Agent	53130
701.	Sales	South	Romford	Area Director	51702
702.	Sales	South	Romford	Local Property Agent	52363
703.	Sales	South	Romford	Local Property Agent	52577
704.	Sales	South	Romford	Local Property Partner	53289
705.	Sales	South	Romford	Local Property Partner	52801
706.	Sales	South	Romford	Local Property Partner	51813
707.	Sales	South	Romford	Local Property Agent	51926
708.	Sales	South	Romford	Local Property Agent	51868
709.	Sales	South	Romford	Local Property Agent	53356
710.	Sales	South	Taunton	Local Property Partner	50328
711.	Sales	South	Taunton	Local Property Agent	53218


No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
712.	Sales	South	Taunton	Local Property Partner	53311
713.	Sales	South	Taunton	Local Property Partner	52091
714.	Sales	South	Taunton	Local Property Partner	50149
715.	Sales	South	Taunton	Local Property Agent	51860
716.	Sales	South	Taunton	Local Property Agent	51858
717.	Sales	South	Taunton	Local Property Partner	52273
718.	Sales	South	Taunton	Area Director	52166
719.	Sales	South	Taunton	Local Property Partner	53310
720.	Sales	South	Taunton	Local Property Partner	52284
721.	Sales	South	Torquay	Local Property Partner	52118
722.	Sales	South	Torquay	Local Property Partner	51972
723.	Sales	South	Torquay	Local Property Agent	53011
724.	Sales	South	Torquay	Local Property Partner	51923
725.	Sales	South	Torquay	Local Property Agent	53258
726.	Sales	South	Torquay	Local Property Partner	51481
727.	Sales	South	Torquay	Local Property Agent	53133



No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
728.	Sales	South	Torquay	Local Property Partner	51811
729.	Sales	South	Torquay	Local Property Partner	52131
730.	Sales	South	Torquay	Area Director	52298
731.	Sales	South	Watford	Local Property Agent	53137
732.	Sales	South	Watford	Local Property Agent	51838
733.	Sales	South	Watford	Local Property Agent	52976
734.	Sales	South	Watford	Local Property Partner	52240
735.	Sales	South	Watford	Local Property Agent	52549
736.	Sales	South	Watford	Local Property Agent	52565
737.	Sales	South	Watford	Local Property Partner	51837
738.	Sales	South	Watford	Local Property Agent	52932
739.	Sales	South	Watford	Local Property Agent	53107
740.	Sales	South	Watford	Local Property Partner	51851
741.	Sales	South	Watford	Local Property Partner	52108
742.	Sales	South	Watford	Local Property Agent	52535
743.	Sales	South	Watford	Local Property Agent	51829




No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
744.	Sales	South	Watford	Local Property Agent	52991
745.	Sales	South	Watford	Local Property Partner	52220
746.	Sales	South	Watford	Local Property Partner	51864
747.	Sales	South	Watford	Area Director	52331
748.	Sales	South	Watford	Local Property Partner	53195
749.	Sales	South	Watford	Local Property Agent	52609
750.	Sales	South	Watford	Local Property Partner	51949
751.	Sales	South	Watford	Local Property Agent	53304
752.	Sales	South	Watford	Local Property Partner	52225
753.	Sales	South	Watford	Local Property Partner	51798
754.	Sales	South	Watford	Local Property Partner	51908
755.	Sales	South	Watford	Local Property Partner	51807
756.	Sales	South	Watford	Local Property Agent	52053
757.	Sales	South	West London	Local Property Agent	52041
758.	Sales	South	West London	Local Property Agent	52042
759.	Sales	South	West London	Local Property Agent	52304


No.	Business Unit (Label)	Division (Label)	Department (Label)	Position Title (Label)	Employee ID
760.	Sales	South	West London	Local Property Agent	52017
761.	Sales	South	West London	Local Property Partner	52746
762.	Sales	South	West London	Local Property Agent	51861
763.	Sales	South	West London	Local Property Partner	52071
764.	Sales	South	West London	Area Director	52743
765.	Sales	South	West London	Local Property Partner	53044
766.	Sales	South	West London	Local Property Agent	51896
767.	Sales	South	West London	Local Property Partner	52078
768.	Sales	South	West London	Local Property Partner	51910
769.	Sales	South	West London	Local Property Partner	51853
770.	Sales	South	West London	Local Property Partner	51827
771.	Sales	South	West London	Local Property Agent	51921
772.	Sales	South	West London	Local Property Agent	53308



SCHEDULE 4 IP**Part 1 Business IP****1 Trade marks**




Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
United Kingdom	UK Trade Mark Application	PURPLEBRICKS (stacked device)		9, 36, 42	Registered	3357018	3357018	Purplebricks Group Plc	28-11-2018	22-02-2019	28-11-2028	2382/10047
European Union	EU Trade Mark Application	PURPLEBRICKS		9, 36, 42	Registered	017992950	017992950	Purplebricks Group Plc	22-05-2019		28-11-2028	2382/10046
United Kingdom	UK / EUTM Comparable Trade Mark Registration	PURPLEBRICKS		9, 36, 42	Registered	UK00917992950	UK00917992950	Purplebricks Group Plc	22-05-2019		28-11-2028	2382/30002




Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
United States of America	Madrid Designation	COMMISERY		9, 16, 35, 36, 38, 41, 42	Protected	1364246	5836714	Purplebricks Group Plc	20-08-2019		14-03-2027	2382/10037
United States of America	US Trade Mark Application (Principal)	PURPLEBRICKS		9, 16, 35, 36, 38, 41, 42	Expired	86708662	5052505	Purplebricks Group Plc	04-10-2016		04-10-2026	2382/10029
United States of America	Madrid Designation	PURPLEBRICKS (stacked device)		9, 36, 42	Abandoned	1452026		Purplebricks Group Plc				2382/20033
European Union	Madrid Designation	PURPLEBRICKS		9, 36, 42	Protected	1452026	1452026	Purplebricks Group Plc	28-11-2018		28-11-2028	2382/20032


Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
United Kingdom	UK / EUTM Comparable Trade Mark Registration	PURPLEBRICKS (stacked device)		9, 36, 42	Protected	UK00801452026	UK00801452026	Purplebricks Group Plc	28-11-2018		28-11-2028	2382/30001
Australia	Madrid Designation	PURPLEBRICKS (stacked device)		9, 36, 42	Protected	1452026	1452026	Purplebricks Group Plc	28-11-2018		28-11-2028	2382/20031
WIPO	Madrid Registration (IR Parent)	PURPLEBRICKS (stacked device)		9, 36, 42	Registered	1452026	1452026	Purplebricks Group Plc	28-11-2018		28-11-2028	2382/20030
Canada	National Trade Mark Application	COMMISERY		9, 16, 35, 36, 38, 41, 42	Case Transferred - DO NOT USE	1915605		Purplebricks Group Plc				2382/20027


Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
Canada	National Trade Mark Application	PURPLEBRICKS		9, 16, 35, 36, 38, 41, 42	Registered	1915612	1915612	Purplebricks Group Plc	07-09-2021		07-09-2031	2382/20026
Canada	National Trade Mark Application	PURPLE BRICKS Logo		9, 16, 35, 36, 38, 41, 42	Case Transferred - DO NOT USE	1919102		Purplebricks Group Plc				2382/20025
Australia	Madrid Designation	COMMISERY		9, 16, 35, 36, 38, 41, 42	Protected	1364246	1364246	Purplebricks Group Plc	14-03-2017		14-03-2027	2382/20023
WIPO	Madrid Registration (IR Parent)	COMMISERY		9, 16, 35, 36, 38, 41, 42	Registered	1364246	1364246	Purplebricks Group Plc	14-03-2017		14-03-2027	2382/20022

Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
United Kingdom	UK Trade Mark Application	COMMISERY		9, 16, 35, 36, 38, 41, 42	Registered	UK00003201688	UK00003201688	Purplebricks Group Plc	12-12-2016	03-03-2017	12-12-2026	2382/20021
United States of America	US Trade Mark Application (Principal)	PURPLEBRICKS.COM		9, 16, 35, 36, 38, 41, 42	Abandoned	86708717		Purplebricks Group Plc				2382/20020
United States of America	US Trade Mark Application (Principal)	P		9, 16, 35, 36, 38, 41, 42	Abandoned	86708760		Purplebricks Group Plc				2382/20018
Germany	National Trade Mark Application	PURPLEBRICKS		9, 16, 35, 36, 38, 41, 42	Registered	3020150483184	302015048318	Purplebricks Group Plc	20-04-2016		31-07-2025	2382/20017

Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
Germany	National Trade Mark Application	PURPLE BRICKS.COM		9, 16, 35, 36, 38, 41, 42	Registered	3020150482684	302015048268	Purplebricks Group Plc	06-11-2015		31-07-2025	2382/20016
France	National Trade Mark Application	PURPLEBRICKS	PURPLEBRICKS	9, 16, 35, 36, 38, 41, 42	Registered	4200749	154200749	Purplebricks Group Plc	30-07-2015	08-01-2016	30-07-2025	2382/20015
France	National Trade Mark Application	PURPLE BRICKS.COM		9, 16, 35, 36, 38, 41, 42	Registered	4200841	(15)4200841	Purplebricks Group Plc	30-07-2015	15-01-2016	30-07-2025	2382/20014
France	National Trade Mark Application	P		9, 16, 35, 36, 38, 41, 42	Registered	4200764	(15)4200764	Purplebricks Group Plc	30-07-2015	08-01-2016	30-07-2025	2382/20013

Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
Germany	National Trade Mark Application	P		9, 16, 35, 36, 38, 41, 42	Registered	3020150483915	302015048391	Purplebricks Group Plc	20-10-2015		31-07-2025	2382/20012
Australia	National Trade Mark Application	PURPLEBRICKS		9, 16, 35, 36, 38, 41, 42	Registered	1749627	1749627	Purplebricks Group Plc	02-02-2016		02-02-2026	2382/20011
Australia	National Trade Mark Application	P logo		9, 16, 35, 36, 38, 41, 42	Refused - DO NOT USE	1749624		Purplebricks Group Plc				2382/20010
Australia	National Trade Mark Application	PURPLEBRICKS		9, 16, 35, 36, 38, 41, 42	Registered	1749620	1749620	Purplebricks Group Plc	02-02-2016		02-02-2026	2382/20009

Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
United Kingdom	UK Trade Mark Application	P logo		9, 16, 35, 36, 38, 41, 42	Registered	UK00003112439	UK00003112439	Purplebricks Group Plc	09-06-2015	16-10-2015	09-06-2025	2382/20008
United Kingdom	UK Trade Mark Application	PURPLEBRICKS		36, 38, 41, 42	Registered	UK00002613287	UK00002613287	Purplebricks Group Plc	07-03-2012	01-06-2012	07-03-2032	2382/20007
United Kingdom	UK Trade Mark Application	eZie		36, 38, 41, 42	Registered	UK00002645611	UK00002645611	Purplebricks Group Plc	12-12-2012	05-04-2013	12-12-2032	2382/20006
United Kingdom	UK Trade Mark Application	phew		36, 38, 41, 42	Registered	UK00002642773	UK00002642773	Purplebricks Group Plc	20-11-2012	08-03-2013	20-11-2032	2382/20005

Country	Sub Type	IP Title	Logo	Classification Number	Status	Number: Application Number	Number: Registration Number	Legal Owner	Event: Registration Date - date	Event: Grant Date	Event: Renewal Deadline - date	Stobbs Ref.
United Kingdom	UK Trade Mark Application	phew		9, 16, 35	Expired	UK00003021563	UK00003021563	Purplebricks Group Plc	11-09-2013	07-02-2014	11-09-2023	2382/20004
United Kingdom	UK Trade Mark Application	eZie		9, 16, 35	Expired	UK00003021555	UK00003021555	Purplebricks Group Plc	11-09-2013	21-02-2014	11-09-2023	2382/20003
United Kingdom	UK Trade Mark Application	PURPLE BRICKS.COM		9, 16, 35, 36, 38, 41, 42	Expired	UK00003021553	UK00003021553	Purplebricks Group Plc	11-09-2013	17-01-2014	11-09-2023	2382/20002
United Kingdom	UK Trade Mark Application	PURPLEBRICKS		9, 16, 35	Registered	UK00003021546	UK00003021546	Purplebricks Group Plc	11-09-2013	06-12-2013	11-09-2023	2382/20001

2 Domain names

advancedconveyancing.com
buyersconciierge.co.uk
centerpointclosings.com
changeestateagent.co.uk
changeestateagent.com
changeestateagent.eu
changeestateagent.uk
commisery.co.uk
commissionsandco.com
commissionsandco.com.au
commissionsaredead.ca
commissionsaredead.co.uk
commissionsaredead.com
commissionsaredead.com.au
ezie.co.uk
ezie.uk
goldbricks.co.uk
newbroomltd.co.uk
newbroomltd.com
newbroomltd.uk
nocommisery.co.uk
nocommisery.com
pbau.im
pbgdpr.com
pbr.im

pbr.so
purplebricks.be
purplebricks.co
purplebricks.co.com
purplebricks.co.uk
purplebricks.com
purplebricks.com.au
purplebricks.de
purplebricks.eu
purplebricks.fr
purplebricks.info
purplebricks.io
purplebricks.it
purplebricks.me.uk
purplebricks.mobi
purplebricks.net
purplebricks.nz
purplebricks.org
purplebricks.pl
purplebricks.tv
purplebricks.uk
purplebricks.uk.com
purplebricks.us
purplebrickscareer.com.au
purplebrickscareers.co.uk
purplebrickscdn.com
purplebricksmail.com

purplebrickspartners.com
purplebrickspc.com
purplebrickprime.co.uk
purplebrickprime.com
purplebricksrealestate.com.au
purplebricksrecruitment.co.uk
purplebricksrecruitment.com
purplebricksrecruitment.eu
purplebricksrecruitment.uk
purplecoverage.com

Part 2 IT Systems

1. Key Customer Facing

Software	Use
Microsoft Azure Services	Core services
Salesforce Clouds	Marketing, sales and service clouds
BigCommerce	Basket management (in Instructflow)
Teclat	Lettings platform
Fixflo	Lettings platform

2. Supporting Customer Facing

Software	Use
Imgix	Image optimisation for photographs
AdobeSign	Document signatures - lettings
Whitesource	Vulnerability management
Mural	Product management
Figma	Product management
SonarSource	Systems management
StatusHub	Systems management

3. Internal Systems

Software	Use
Microsoft 365 Productivity Suite	
Microsoft Dynamics AX	Finance
SAP SuccessFactors	HR
SAP Concur	Expenses

Software	Use
Sophos	Device security (being replaced by Microsoft 365 over the next 4 weeks) *
Slack	Digital team collaboration
Teamviewer	Support tool
ZenDesk	Helpdesk software
DocuSign	Document signing

All Services are Cloud Based rather than a physical asset unless *

4. IT Equipment

Equipment	Number
Apple iPhone SE	654
Apple Ipad	220
Microsoft Surface Pro	470
Mobile Phone (other)	11
Apple Mac	6
Apple Macbook	85
Dell Laptop	155
HP Laptop	252

Part 3 Licensed-In IP

Parties	Date of agreement	Name of agreement	Summary
Purplebricks Group plc and Henderson Design Group LTD	2 November 2022	Marketing Collaboration Agreement	Purplebricks Group plc and Henderson Design Group LTD entered into the Marketing Collaboration Agreement to promote each other's services, in particular to use Henderson Design Group LTD's wallpaper designs on Purplebricks' "for sale" and "for let" boards.
Purplebricks Group plc and FocalAgent Limited	19 November 2021	Supply of Services Agreement	FocalAgent has agreed to provide Purplebricks Group plc with certain photography services which Purplebricks Group plc is entitled to use in the marketing and advertising of its business. The agreement provides for an exclusive arrangement within the United Kingdom.
Lifetime Legal and Purplebricks Group plc	7 December 2022	AML Services Agreement (as amended)	AML Services Agreement sets out the terms upon which Lifetime Legal shall carry out AML anti-money laundering checks required by applicable law on Purplebricks customers.
Rightmove Group Limited and Purplebricks Group plc	23 December 2022	Membership Agreement incorporating Rightmove terms and conditions	Membership Agreement sets out the terms and conditions upon which the parties have agreed that Purplebricks Group plc is able to advertise its business on Rightmove

			and the additional products that Purplebricks may purchase in addition to their core membership of Rightmove.
Zoopla Limited and Purplebricks Group plc	29 January 2018	Services Agreement incorporating the Zoopla terms and conditions	Services Agreement sets out the terms and conditions upon which the parties have agreed that Purplebricks Group plc shall be able to advertise their business on Zoopla Limited and the additional products that Purplebricks Group plc shall have the option to purchase in addition to their core membership of Zoopla Limited.
Purplebricks Group plc, Mortgage Advice Bureau Limited and Mortgage Advice Bureau (Derby) Limited	Undated	Introducer Agreement	Purplebricks Group plc provides leads to Mortgage Advice Bureau Limited and Mortgage Advice Bureau (Derby) Limited which may result in the sale of a mortgage and/or other non-investment insurance products.

SCHEDULE 5 PROFESSIONAL COSTS

Adviser	Detail of costs
PricewaterhouseCoopers LLP	Transaction fee
Zeus Capital Limited	Transaction fee
Norton Rose Fulbright LLP	Fees for provision of legal advice in respect of the transaction

SCHEDULE 6 ASSUMED LIABILITIES

NOT USED

SCHEDULE 7 DEBTS

NOT USED

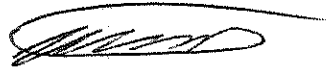
Executed as a deed **PURPLEBRICKS**)
GROUP PLC acting by a director in the)
presence of a witness:

Signature DocuSigned by:
Helena Marston
7E6082D46723461


Name (block capitals) Helena Marston
Director

Witness: DocuSigned by:
[Signature]
1A08B6006D26404
Signature:
Name: Joe Carter
Address: 38 Station Road Kenilworth CV8 1JD
Occupation: Chartered Accountant


Executed as a deed by **STRIKE BIDCO**)
LIMITED acting by a director in the)
presence of a witness:

Signature 


Name (block capitals) SAM MITCHELL
Director

Witness: SACK FOLLAND
Signature: 
Name:
Address: FLAT 2, 130 FRESTON ROAD
W10 6TR
Occupation: ASSOCIATE

Executed as a deed by **STRIKE LIMITED**)
acting by a director in the)
presence of a witness:

Signature 

Name (block capitals) SAM MITCHELL
Director

Witness: SACH FOLLAND
Signature: 
Name: ~~SACH FOLLAND~~
Address: FLAT 2, 150, PRESTON ROAD
W106TR
Occupation: ASSOCIATE

