

DEED OF IRREVOCABLE VOTING UNDERTAKING

To: Sensyne Health plc
John Eccles House
Robert Robinson Avenue
Oxford Science Park
Oxford OX4 4GP
Oxfordshire

To: The Purchasers (as defined in the Amended and Restated Note Purchase Agreement (as defined below))

From: Lady Elspeth Drayson

14 April 2022

Dear Sirs,

Proposed shareholder resolutions pursuant to the terms of the note purchase agreement between Sensyne Health plc (the “Company”), Sand Grove Capital Management LLP, Gatemore Capital Management LLP, Lansdowne Partners (UK) LLP and Peel Hunt LLP (together, the “Purchasers”) dated 26 January 2022 and as amended and restated on or around the date of this undertaking (this “Undertaking”) (the “Amended and Restated Note Purchase Agreement”) (the “Transaction”).

I, Lady Elspeth Drayson, refer to the proposed Transaction and the entry into of the Amended and Restated Note Purchase Agreement by the Company, details of which are to be set out in a circular to be despatched to the Company’s shareholders on or around the first week of May 2022 (the “**Circular**”), and which incorporates notice to convene a general meeting of the Company’s shareholders on or around 20 May 2022 or any subsequent general meeting of the Company’s shareholders (or any adjournment of any such meeting) (the “**General Meeting**”) for the purposes of passing certain shareholder resolutions pursuant to the terms of the Amended and Restated Note Purchase Agreement (the “**Resolutions**”), including (without limitation):

- (i) an ordinary resolution to sub-divide and re-designate each existing ordinary share of £0.10 each in the capital of the Company into one new ordinary share of £0.008 each and one deferred share of £0.092 in the capital of the Company (the “**Sub-Division**”);
- (ii) an ordinary resolution to authorise the directors of the Company to grant rights to convert the Original Notes and the Additional Notes (as such terms are defined in the Amended and Restated Note Purchase Agreement) into ordinary shares of £0.008 each in the capital of the Company (“**Ordinary Shares**”) up to an aggregate nominal amount of £26,350,000 (the “**Conversion**”);
- (iii) a special resolution to empower the directors of the Company to dis-apply the statutory pre-emption rights in respect of the grant of rights to convert the Original Notes and the Additional Notes (as such terms are defined in the Amended and Restated Note Purchase Agreement) into Ordinary Shares, provided that such power shall be limited to an aggregate nominal amount of £26,350,000;

- (iv) an ordinary resolution to authorise the directors of the Company to issue the Warrants (as such term is defined in the Amended and Restated Note Purchase Agreement) to subscribe for up to 29,169,448 Ordinary Shares;
- (v) a special resolution to empower the directors of the Company to dis-apply the statutory pre-emption rights in respect of the issue of the warrants described in paragraph (iv) above;
- (vi) a special resolution to amend the articles of association of the Company to set out the rights of the deferred shares following the Sub-Division (as described in paragraph (i) above);
- (vii) an ordinary resolution from the independent shareholders (being those shareholders excluding the Additional Purchasers (as such term is defined in the Amended and Restated Note Purchase Agreement) or as otherwise determined by the Panel on Takeovers and Mergers) to waive Rule 9 of the City Code on Takeovers and Mergers (the “City Code”) which would otherwise apply to the Additional Purchasers (as such term is defined in the Amended and Restated Note Purchase Agreement) (or such other persons as determined by the Takeover Panel) as a result of the issue to them of Ordinary Shares pursuant to the Conversion and/or the exercise of the Warrants;
- (viii) a special resolution, in accordance with Rule 41 of the AIM Rules for Companies, for the cancellation of the admission to trading on AIM of the Ordinary Shares; and
- (ix) in the event of the exercise of the Asset Purchase Option (as defined in the Amended and Restated Note Purchase Agreement), an ordinary resolution to approve the Asset Purchase Option (as defined in the Amended and Restated Note Purchase Agreement), which would amount to a fundamental change of business under Rule 15 of the AIM Rules for Companies.

By way of support for the Transaction, I hereby irrevocably and unconditionally undertake, confirm, represent and warrant to each of you as follows:

1. I am the beneficial owner of (or am otherwise able to control the exercise of all rights, including voting rights, attaching to), and/or am the registered holder of, the number of Ordinary Shares as set out in Schedule 1 to this Undertaking (the “**Shares**”, which expression shall include any other Ordinary Shares issued after the date hereof and attributable to or derived from such Shares), and I undertake that I will for the period from the date of this Undertaking up to and including the conclusion of the General Meeting (the “**Period**”) remain the beneficial and registered owner of, or otherwise continue to control the exercise of all rights, including voting rights, attaching to the Shares.
2. Save as disclosed in the Circular, I have not sold, pledged, mortgaged, charged or granted any option or created any encumbrance over, or otherwise disposed of or agreed to dispose of, any of the Shares or any interest in any of the Shares to any person and I undertake that I will not do so during the Period.
3. Save as set out in Schedule 1 to this Undertaking, there are no other Ordinary Shares in which I have an interest nor do I have any rights, warrants or options to acquire or subscribe for Ordinary Shares. In the event that I do acquire or purchase any shares, securities or interests in the Company or rights therein prior to 6.30 p.m. on the date that is two business days before the date of the General Meeting, and to the extent such shares, securities, interests or rights carry voting rights, they shall be deemed to be included in the definition of “**Shares**”.
4. For the duration of the Period, to provide all such further information in relation to my interest in Ordinary Shares that each of you may reasonably require for the purposes of the Transaction.
5. I will:

- (a) exercise, or cause the registered holder to exercise, all the voting rights attaching to the Shares (whether on a show of hands or on a poll) at the General Meeting:
 - i. in favour of the Resolutions and, if appropriate, I undertake to make an instruction through CREST to vote in favour of any such Resolutions;
 - ii. against any resolution or proposal to postpone or adjourn the General Meeting (or, as the case may be, any adjournment thereof) or any other meeting at which the Resolutions (or any one of them) are to be proposed be adjourned; and
 - iii. against any resolution or proposal that the General Meeting (or, as the case may be, any adjournment thereof) require that a poll be taken on the Resolutions (or any one of them) unless such a poll is to be taken forthwith,

and I hereby irrevocably and by way of security for the due performance of my obligations hereunder appoint each director of the Company (each an “**Attorney**”) severally to be my attorney to sign or otherwise execute a form of proxy and to do all such other acts and things as may be lawful and necessary to vote in favour of such Resolutions (or any of them) on my behalf; and I undertake to ratify all such acts and things as the Attorney appointed pursuant to this paragraph shall lawfully do in my name and on my behalf and to indemnify and hold harmless the Attorney from and against any claim, loss or damage arising in respect of any act or thing done, document executed or signed by the Attorney in accordance with the power conferred pursuant to this paragraph 5(a). This appointment is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until the expiry of the Period;

- (b) not revoke or countermand any appointment or instruction given pursuant to paragraph 5(a) above, nor will I take any other action which is inconsistent with the express terms of this Undertaking; and
 - (c) do and execute and perform all such further deeds, documents, assurances, acts and things as the Company may reasonably require to give effect to the undertakings herein.
6. I hereby represent and warrant that I have full power and authority to enter into and perform this Undertaking. I confirm and represent and warrant that this Undertaking is a valid and binding obligation.
7. I understand and acknowledge that particulars of this Undertaking will be contained in the Circular and in the associated press announcements containing details of the Transaction (the “**Announcements**”) and I hereby consent to the issue of the Announcements and the Circular containing such particulars. I consent to all references to this Undertaking and to me in the Circular and the Announcements in the form and context in which they appear. I further understand and acknowledge that this Undertaking may be made available for inspection by members of the public.
8. This Undertaking shall be binding on my corporate representatives, successors and assigns.
9. A person who is not a party to, or a recipient of, this Undertaking shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Undertaking but this shall not affect any right or remedy of any other person which exists or is available apart from that act.

10. This Undertaking shall be governed by and interpreted in accordance with English law and I hereby irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute, suit, action, arbitration or proceedings in connection with this Undertaking (for the purpose of this paragraph 10 together referred to as “**Proceedings**”), provided that nothing contained in this Undertaking shall be taken to have limited the right of each of you to bring Proceedings in any other jurisdiction, whether concurrently or not.
11. In entering into this Undertaking, I hereby confirm that I have been afforded sufficient time and opportunity to seek my own professional financial advice.
12. This Undertaking shall terminate and cease to be effective if the General Meeting is not held before 31 July 2022, but otherwise shall be irrevocable until such time.
13. I recognise and acknowledge that damages may not be an adequate remedy for any breach of any of the undertakings set out in paragraph 5 above and that an order for injunction, specific performance or other equitable relief may be the only adequate remedy for any such breach.

[Signature page follows]

EXECUTION PAGE TO THE DEED OF IRREVOCABLE VOTING UNDERTAKING

IN WITNESS whereof this Undertaking has been executed and delivered as a **DEED** on the day and year set out above.

EXECUTED and DELIVERED)
as a DEED by) [REDACTED]
LADY ELSPETH DRAYSON)
in the presence of:).....

Signature of Witness: [REDACTED].....

Name of Witness: [REDACTED].....

Address of Witness: [REDACTED].....
[REDACTED].....
[REDACTED].....

Occupation of Witness: [REDACTED].....

SCHEDULE 1
DETAILS OF SHAREHOLDING

Class of shares	Number of shares held as at the date of this Undertaking	Registered holder (i.e., the name entered into the register of members of the Company)	Beneficial owner
Ordinary Shares	17,444,569	Lady Elspeth Drayson	Lady Elspeth Drayson