

Peel Hunt LLP
100 Liverpool Street
London
EC2M 2AT
United Kingdom

25 January 2022

Dear Sirs,

Re: Project Oresund: Set Off of Fees Under the Note Purchase Agreement

1. We refer to (a) the Note Purchase Agreement entered into on or around the date of this letter between Sensyne Health plc (the “**Issuer**”), Sensyne Health Holdings Limited, Sensyne Health Group Limited, Sensyne Health Inc., Lucid Agency Services Limited, Lucid Trustee Services Limited and certain other note purchasers identified therein (the “**NPA**”); and (b) to the engagement letter in relation to “Project Oresund” entered into on [24] January 2022 between the Issuer and Peel Hunt LLP (“**Peel Hunt**”) (the “**Engagement Letter**”). Unless otherwise indicated, all terms defined in this letter shall have the meaning ascribed to them in the NPA. This letter is the “Peel Hunt Side Letter” as such term is defined in the NPA.
2. Pursuant to the Engagement Letter, Peel Hunt is owed [REDACTED] (the “**Fee**”),.
3. In accordance with clause 2.1(c) of the NPA, each of the Issuer and Peel Hunt hereby agree that, immediately upon the Purchase Date in respect of the Original Notes, [REDACTED] of the Fee shall be set off against Peel Hunt’s Commitment to pay for Original Notes pursuant to the NPA. The balance of [REDACTED] of the Fee shall be paid in cash pursuant to the terms of the Engagement Letter.
4. This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
5. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
6. This letter has been entered into on the date stated at the beginning of it.

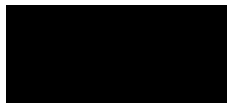
Yours faithfully,



Date of signature 25 January 2022

Director, duly authorised, for and on behalf of

Sensyne Health plc



Date of signature 25 January 2022

duly authorised on behalf of Peel Hunt LLP