

The Directors
EKF Diagnostics Holdings plc
Avon House
19 Stanwell Road
Penarth, Cardiff
CF64 2EZ

The Directors
Trellus Health Limited
Avon House
19 Stanwell Road
Penarth, Cardiff
CF64 2EZ

Nplus1 Singer Advisory LLP ("**Nomad**")
One Bartholomew Lane
London
EC2N 2AX

11 December 2020

Dear Sirs

UNDERTAKING IN RELATION TO OMNIBUS SHARE CERTIFICATES

We, Broadway Nominees Limited, refer to the intention of EKF Diagnostics Holdings plc ("**EKF**") to distribute 27,999,999 A ordinary shares of £0.0001 each in the capital of Trellus Health Limited (CRN: 12743489) ("**Trellus**") (or Ordinary Shares of £0.0001 each, if such A ordinary shares are converted pursuant to Trellus' articles of association) (the "**Dividend Shares**") to EKF's shareholders (the "**Dividend**").

We note that in connection with the Dividend the EKF shareholders who will be the recipients of the Dividend Shares (the "**EKF Dividend Shareholders**") and who will become the beneficial owners of the Dividend Shares once the Dividend is declared and satisfied by EKF, will not for a period of either:

- (a) 365 days following an admission to trading on AIM (or another recognised stock exchange) of the issued share capital of Trellus; or
- (b) if the issued share capital of Trellus is not admitted to trading on AIM (or another recognised stock exchange) within two years of the date that the Dividend is settled, two years from the date that the Dividend is settled,

(the "**Lock-up Period**")

be permitted to effect any disposals of the legal or beneficial ownership in the Dividend Shares during the Lock-up Period. In order to facilitate the practical enforcement of these restrictions we have agreed to maintain custody of two omnibus share certificates (for non-US and US EKF shareholders separately) representing all the Dividend Shares (the "**Omnibus Share Certificates**") on behalf of the EKF Dividend Shareholders for the duration of the Lock-up Period and to take certain actions with respect to the Dividend Shares as set out below. The Lock-up Period may be shortened and/or some or all of the Dividend Shares may be released from the lock-up during the Lock-up Period with the prior written consent of the Nomad (or such other nominated adviser as may act for Trellus from time to time during the Lock-Up Period), EKF and Trellus.

The Dividend Shares will be registered in the name "Broadway Nominees Limited" and "Broadway Nominees Limited (US)" (for the non-US and US EKF shareholders respectively) and the address to appear on the register maintained by LINK Market Services Limited (the "**Registrar**") shall be One, Bartholomew Close, London, United

Kingdom, EC1A 7BL. The EKF Dividend Shareholders will be made aware of the Lock-up Period and the terms of this undertaking and have received the Dividend Shares on that basis.

The beneficial ownership in respect of the Dividend Shares shall be with the EKF Dividend Shareholders but the legal title to the Dividend Shares shall be held by Broadway Nominees Limited in accordance with the terms of this undertaking.

EKF will provide the Registrar with a list of names and addresses and holdings of each of the EKF Dividend Shareholders (the "**Schedule**") as soon as practicable following the date on which the Dividend is declared and settled. On the expiry of the Lock-up Period, we will return the Omnibus Share Certificates to the Registrar and we will execute stock transfer forms, transferring the legal title to the Dividend Shares to the EKF Dividend Shareholders as set out in the Schedule. Following the transfer of the Dividend Shares to the EKF Dividend Shareholders, the Registrar will proceed to reflect the names of the individual EKF Dividend Shareholders on the register of members based on the Schedule and will issue share certificates in respect of the same, provided that, in the case of US EKF shareholders, an individual certificate will only be issued to the relevant shareholder on receipt of a valid representation letter in the form provided and confirmed by the Company.

Upon receipt from Trellus of a notice of any general meeting, we shall request that Trellus' Registrar seeks the votes of the EKF Dividend Shareholders on the matter(s) to be voted upon at the general meeting during the Lock-up Period and will vote those shares in accordance with the instructions received from those EKF Dividend Shareholders on the Trellus register.

We undertake that we will, to the extent permitted by law:

1. hold the Omnibus Share Certificates as custodian on behalf of the EKF Dividend Shareholders;
2. account to the EKF Dividend Shareholders for any and all dividends, interest, bonuses, distributions or other payments sent to us in respect of the Dividend Shares at the end of the Lock-up Period;
3. at the expiry of the Lock-up Period we will promptly deliver the Omnibus Share Certificates to the Registrar;
4. at the expiry of the Lock-up Period we will execute stock transfer forms to transfer the Dividend Shares to the EKF Dividend Shareholders based on the Schedule;
5. be under no duty to forward any documentation received by us that is for the EKF Dividend Shareholders nor to otherwise advise or communicate the content of such documentation to the EKF Dividend Shareholders;

Upon the happening of the event described in paragraph 4 we will automatically be released from this undertaking.

This undertaking is given by Broadway Nominees Limited and no director or employee assumes any personal responsibility for it.

We shall not be liable to any person for loss, cost or liability caused by the act, omission, fraud or delay, negligence, insolvency or default of any bank, financial institution, clearing system or other person or the directors, officers, employees, agent or representatives of any of the foregoing.

If for any reason it is or becomes unlawful to give any instruction or make any payment to any person or we are subject to any regulatory or judicial order prohibiting the same, then we shall not be liable for refusing to give any instruction or making any payment (whilst such illegality endures or such prohibition remains in place).

We shall not have any obligation to you or your clients, whether as a trustee, fiduciary or otherwise other than those expressly set out in this letter and in relation to the matters described in this letter.

In consideration of our agreeing to act in accordance with the instructions set out above, EKF agrees that:

- (1) we are not obliged to take any action with respect to the Dividend Shares except in accordance with the terms of this letter;
- (2) EKF will indemnify us and hold us harmless, on an after-tax basis, against any and all costs, expenses and liabilities incurred by us arising from or connected with our acting as custodian of the Omnibus Share Certificates, or any actions taken pursuant to this letter, except for liabilities incurred by us resulting from our own wilful misconduct or gross negligence; and
- (3) EKF will indemnify us and hold us harmless, on an after-tax basis, (save in respect of any claim occasioned by our negligence or wilful misconduct or wilful default) in respect of any claim brought against us by the EKF Dividend Shareholders, any tax authority or any other person, with respect to the performance of the undertakings given in this letter.

The terms of this letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction over any claim, dispute or matter (including non-contractual disputes or claims) arising under or in connection with this letter or its enforceability or the legal relationships established by it.

Yours faithfully,

DocuSigned by:

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Broadway Nominees Limited

Acknowledged and agreed by:



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For and on behalf of **EKF Diagnostics Holdings plc**



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For and on behalf of **Trellus Health Limited**

DocuSigned by:

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For and on behalf of **Nplus1 Singer Advisory LLP**