

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

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 3)¹

Sensei Biotherapeutics, Inc.
(Name of Issuer)

Common Stock, \$0.0001 par value per share
(Title of Class of Securities)

81728A108
(CUSIP Number)

Julien Hofer
Apeiron Investment Group Ltd.
Beatrice, at 66 & 67 Amery Street
SLM1707, Sliema, Malta
+356 9960 9158

STEVE WOLOSKY
KENNETH MANTEL
OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 9, 2023
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON Presight Sensei Co-Invest Fund, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 955,738
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 955,738
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 955,738	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.1%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Presight Sensei Co-Invest Management, L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 955,738
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 955,738
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 955,738	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Apeiron Investment Group, Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Malta	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 3,441,661
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 3,441,661
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,441,661	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.2%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON Christian Angermayer	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Federal Republic of Germany	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 3,441,661
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 3,441,661
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,441,661	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.2%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Apeiron SICAV Ltd. - Presight Capital Fund ONE	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Malta	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 1,012,587
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 1,012,587
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,012,587	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.3%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON Altarius Asset Management Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Malta	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 1,012,587
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 1,012,587
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,012,587	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.3%	
14	TYPE OF REPORTING PERSON CO	

The following constitutes Amendment No. 3 to the Schedule 13D filed by the undersigned (“Amendment No. 3”). This Amendment No. 3 amends the Schedule 13D as specifically set forth herein.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The Shares purchased by Presight Co-Invest were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) prior to the Issuer’s initial public offering (the “IPO”) and in connection with the Issuer’s IPO. The aggregate purchase price for the 955,738 Shares reported directly beneficially owned herein by Presight Co-Invest was approximately \$3,767,980, excluding brokerage commissions.

The Shares purchased by Presight Capital Fund One were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) prior to the IPO and in connection with the IPO. The aggregate purchase price for the 1,012,587 Shares reported directly beneficially owned herein by Presight Capital Fund ONE was approximately \$5,000,024, excluding brokerage commissions.

The Shares purchased by Apeiron were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) prior to the IPO, in connection with the IPO and in open market purchases. The aggregate purchase price for the 2,485,923 Shares reported directly beneficially owned herein by Apeiron was the sum of approximately \$27,402,687 and €3,412,533, excluding brokerage commissions.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On March 9, 2023, Apeiron delivered a letter to the Issuer (the “Nomination Letter”) nominating a slate of three highly-qualified candidates, including Peter Miles Davies, Lorin Van Nuland and Matthew N. Shenkman (collectively, the “Nominees”), for election to the Issuer’s Board of Directors at the Issuer’s 2023 annual meeting of stockholders (the “Annual Meeting”). The Reporting Persons believe that the Nominees have the qualifications, experience and skill sets necessary to serve as directors of the Issuer, as evidenced by their biographies below.

Peter Miles Davies currently serves on the board of directors of Bionomics Limited (NASDAQ: BNOX), a clinical-stage biopharmaceutical company, since July 2021. Mr. Davies previously served as Managing Director (Healthcare) for Apeiron, an investment company, from February 2021 to December 2022, and was employed at Rothschild & Co, a financial advisory group, from 2006 to February 2021. He previously served a member of the board of directors of Interactive Strength, Inc. (d/b/a FORME), a digital fitness platform. Mr. Davies received his History MA (Hons) from The University of Edinburgh, Scotland in 2005.

Lorin Van Nuland currently serves as Co-Founder, Chief Executive Officer, Managing Director and Member of the Administrative Board of 029 Group SE (“029 Group”), an investment holding company listed on the German regulated stock market, since June 2022, and Venture Partner for Apeiron, an investment company, since October 2022, and previously served as an investment principal from January 2021 to October 2022. Prior to that, Mr. Van Nuland was an investment professional in the venture capital industry from May 2021 to December 2021 on a self-employed basis. Previously, Mr. Van Nuland worked as an attorney focusing on initial public offerings and equity capital markets for Allen & Overy LLP, a law firm, from December 2014 to April 2020, and an attorney focusing on mergers and acquisitions for Cleary Gottlieb Steen & Hamilton LLP, a law firm, from September 2010 to November 2014. Mr. Van Nuland currently serves on the board of directors of two subsidiaries of 029 Group, Limestone Capital AG, an asset manager focusing exclusively on the hospitality sector, since September 2022, and 029-001 Ltd. (d/b/a Conscious Good), a developer of nutritional supplements which he co-founded, since April 2022. Previously, he served as a member of the board of directors of Carabineiro A5, Ltd., a management consulting company, from October 2021 to April 2022. Mr. Van Nuland received his LL.M. degree in corporate and business law from New York University School of Law and his LL.M., cum laude, and LL.B., cum laude, in European law from Maastricht University.

Matthew N. Shenkman currently serves as Partner of Alanda Growth for Alanda Capital Management (UK) Limited, a specialist investment firm, since March 2022. Previously, Mr. Shenkman served as Managing Director and Global Head of Technology Investment Banking for TAP Advisors LLC, an M&A, strategic and corporate finance advisory investment banking firm, from 2017 to March 2022, Head of Internet and Digital Media Investment Banking in Europe, the Middle East and Africa and Asia-Pacific for JP Morgan Chase & Co. (NYSE: JPM), a leading financial services firm, from 2014 to 2016, Investment Banking Vice President of Technology, Media and Telecom M&A for Société Générale S.A., one of the leading European financial services groups, from 2011 to 2014, and Investment Banking Associate in Technology, Media and Telecom for Bank of America Merrill Lynch (n/k/a Bank of America Corporation (NYSE: BAC)), one of the world’s largest financial institutions, from 2009 to 2011. Prior to that, Mr. Shenkman served in various roles in the United States Navy, including as United States Naval Liaison Officer for the United States Embassy in Paris, France from 2004 to 2007, Command and Control, Communications, and Computers Officer from 2002 to 2003, and Operations and Intelligence Officer on the USS Denver from 2000 to 2002. Mr. Shenkman received an M.B.A. in Finance from the London Business School and a B.A. in Political Science from the University of California, Berkeley.

Also on March 9, 2023, the Reporting Persons and the Nominees entered into a Group Agreement (the “Group Agreement”), as more fully described in Item 6, and which is attached hereto as Exhibit 99.1 and incorporated herein by reference, in connection with their collective efforts to enhance stockholder value at the Issuer.

Item 5. Interest in Securities of the Issuer.

Items 5(a) – (c) are hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 30,720,291 Shares outstanding, as of November 4, 2022, which is the total number of Shares outstanding as reported in the Issuer’s Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on November 8, 2022.

A. Presight Co-Invest

- (a) As of the close of business on March 9, 2023, Presight Co-Invest beneficially owned directly 955,738 Shares.

Percentage: Approximately 3.1%

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 955,738
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 955,738
- (c) Presight Co-Invest has not entered into any transactions in the Shares during the past sixty days.

B. Presight Co-Invest Management

- (a) As the general partner of Presight Co-Invest, Presight Co-Invest Management may be deemed to beneficially own the 955,738 Shares beneficially owned directly by Presight Co-Invest.

Percentage: Approximately 3.1%
- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 955,738
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 955,738
- (c) Presight Co-Invest Management has not entered into any transactions in the Shares during the past sixty days.

C. Apeiron

- (a) As of the close of business on March 9, 2023, Apeiron beneficially owned directly 2,485,923 Shares. In addition, as the parent company of Presight Co-Invest Management, Apeiron may be deemed to beneficially own the 955,738 Shares beneficially owned directly by Presight Co-Invest.

Percentage: Approximately 11.2%
- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 3,441,661
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 3,441,661
- (c) The transactions in the Shares of the Issuer by Apeiron during the past sixty days are set forth in Schedule B and are incorporated herein by reference.

D. Mr. Angermayer

- (a) As the majority shareholder of Apeiron, Mr. Angermayer may be deemed to beneficially own the 2,485,923 Shares beneficially owned directly by Apeiron and the 955,738 Shares beneficially owned directly by Presight Co-Invest.

Percentage: Approximately 11.2%
- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 3,441,661
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 3,441,661

- (c) Mr. Angermayer has not entered into any transactions in the Shares during the past sixty days. The transactions in the Shares on behalf of Apeiron during the past sixty days are set forth in Schedule B and are incorporated herein by reference.

E. Presight Capital Fund ONE

- (a) As of the close of business on March 9, 2023, Presight Capital Fund ONE beneficially owned directly 1,012,587 Shares.
Percentage: Approximately 3.3%
- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 1,012,587
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 1,012,587
- (c) Presight Capital Fund ONE has not entered into any transactions in the Shares during the past sixty days.

F. Altarius

- (a) As the investment manager of Presight Capital Fund ONE, Altarius may be deemed to beneficially own the 1,012,587 Shares beneficially owned directly by Presight Capital Fund ONE.
Percentage: Approximately 3.3%
- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 1,012,587
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 1,012,587
- (c) Altarius has not entered into any transactions in the Shares during the past sixty days.

Each of the Reporting Persons may be deemed to be a member of a “group” with the other Reporting Persons for the purposes of Section 13(d)(3) of the Exchange Act, and such group may be deemed to beneficially own the 4,454,248 Shares owned in the aggregate by all of the Reporting Persons, constituting approximately 14.5% of the outstanding Shares. The filing of this Amendment No. 3 to the Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, the beneficial owners of any securities of the Issuer that he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that he or it does not directly own.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On March 9, 2023, the Reporting Persons and the Nominees entered into the Group Agreement pursuant to which, among other things, (i) they agreed to solicit proxies for the election of certain persons nominated for election to the Board at the Annual Meeting, and take all other action necessary or advisable to enhance stockholder value at the Issuer, (ii) they agreed not to purchase, acquire, sell, dispose of or otherwise transact in any securities of the Issuer without the prior written consent of Apeiron and (iii) Apeiron agreed that all out-of-pocket costs and expenses in connection with the group’s activities will be paid by Apeiron. A copy of the Group Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Apeiron has entered into a compensation letter agreement with Messrs. Davies and Shenkman (collectively, the “Compensation Letters”) pursuant to which Apeiron has agreed to pay each of such Nominees \$15,000 in cash if he is elected or appointed to the Board resulting from a nomination or appointment approved by Apeiron or a written agreement between Apeiron and the Issuer, with such amount deemed payable to such Nominee effective prior to such election or appointment. The Compensation Letters terminate on the earliest to occur of (i) the date of any agreement between Apeiron and the Issuer in furtherance of such Nominee’s nomination or appointment as a director of the Issuer, (ii) Apeiron’s withdrawal of such Nominee’s nomination for election as a director of the Issuer and (iii) the conclusion of the Annual Meeting. A form of Compensation Letter is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Apeiron has entered into letter agreements with Messrs. Davies and Shenkman (collectively, the “Indemnification Agreements”) pursuant to which Apeiron and certain affiliates have agreed to indemnify such Nominees against certain claims arising from the solicitation of proxies from the Issuer’s stockholders in connection with the Annual Meeting and any related transactions. For the avoidance of doubt, such indemnification does not apply to any claims made against such Nominees in their capacities as directors of the Issuer, if so elected. A form of Indemnification Agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

Each of the Nominees has granted Julien Hofer a power of attorney to execute certain SEC filings and other documents in connection with the solicitation of proxies at the Annual Meeting (collectively, the “POAs”). A form of POA is attached hereto as Exhibit 99.4 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

- 99.1 Group Agreement, dated March 9, 2023.
- 99.2 Form of Compensation Letter.
- 99.3 Form of Indemnification Agreement.
- 99.4 Form of Power of Attorney.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 9, 2023

Presight Sensei Co-Invest Fund, L.P.

By: Presight Sensei Co-Invest Management, L.L.C., its general partner

By: Apeiron Investment Group Ltd., its managing member

By: /s/ Julien Hoefer

Name: Julien Hoefer
Title: Director

Presight Sensei Co-Invest Management, L.L.C.

By: Apeiron Investment Group Ltd., its managing member

By: /s/ Julien Hoefer

Name: Julien Hoefer
Title: Director

Apeiron Investment Group Ltd.

By: /s/ Julien Hoefer

Name: Julien Hoefer
Title: Director

/s/ Christian Angermayer

Christian Angermayer

Apeiron SICAV Ltd. - Presight Capital Fund ONE

By: /s/ Heinz Daxl

Name: Heinz Daxl
Title: Director

Altarius Asset Management Ltd.

By: /s/ Heinz Daxl

Name: Heinz Daxl
Title: Director

SCHEDULE B**Transactions in the Shares During the Past Sixty Days**

<u>Nature of the Transaction</u>	Amount of Securities <u>Purchased/(Sold)</u>	<u>Price (\$)</u>	<u>Date of Purchase</u>
<u>APEIRON INVESTEMENT GROUP, LTD.</u>			
Purchase of Common Stock	1,100	1.6150	02/23/2023
Purchase of Common Stock	1,100	1.6023	02/23/2023

GROUP AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Sensei Biotherapeutics, Inc., a Delaware corporation (the “Company”);

WHEREAS, Apeiron Investment Group, Ltd. (“Apeiron”) intends to deliver a notice to the Company nominating three candidates for election to the Company’s Board of Directors (the “Board”) at the 2023 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Annual Meeting”); and

WHEREAS, Apeiron and the other signatories hereto (collectively, the “Group”) wish to form a group for the purpose of working together to enhance stockholder value at the Company and taking all action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 9th day of March 2023 by the parties hereto:

1. While this Agreement is in effect, in accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), each member of the Group agrees to the joint filing on behalf of each of them of a statement on Schedule 13D, and any amendments thereto, with respect to the securities of the Company, to the extent required by applicable law. Each member of the Group shall be responsible for the accuracy and completeness of its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members of the Group, unless such member knows or has reason to know that such information is inaccurate.

2. For so long as this Agreement is in effect, each of the undersigned shall not purchase, acquire, sell, dispose of or otherwise transact in any securities of the Company without the prior written consent of Apeiron.

3. Each of the undersigned agrees to form the Group for the purpose of working together to enhance stockholder value at the Company, including (i) soliciting proxies for the election of certain persons nominated for election to the Board at the Annual Meeting, (ii) taking such other actions as the undersigned deem advisable and (iii) taking all other action necessary or advisable to achieve the foregoing.

4. Apeiron agrees that all out-of-pocket costs and expenses (including fees of outside legal counsel for the parties and obligations under any written indemnification agreements between Apeiron, on the one hand, and individuals nominated by the Group to the Board, on the other hand) incurred by the undersigned in connection with the Group’s activities set forth in Section 4 (the “Expenses”) shall be paid by Apeiron.

5. Each of the undersigned agrees that any filing with the Securities and Exchange Commission, press release, Company communication or stockholder communication (including social media posts) proposed to be made or issued by the Group or any member of the Group in connection with the Group’s activities set forth in Section 3 shall be as directed by Apeiron.

6. The relationship of the undersigned shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Each party agrees to use its reasonable efforts to avoid taking any action that may cause any other person or entity to be deemed to be a member of the Group without the prior consent of Apeiron.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart. The terms and provisions of this Agreement may not be modified, waived or amended without the written consent of each of the parties.

8. This Agreement is governed by and will be construed in accordance with the laws of the State of New York. Any legal action or proceeding arising out of the provisions of this Agreement or the parties' investment in the Company shall be brought and determined in the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

9. The parties' rights and obligations under this Agreement (other than the rights and obligations set forth in Section 4 (solely with respect to Expenses incurred prior to the termination of the Agreement) and Section 8 which shall survive any termination of this Agreement) shall terminate on the earlier to occur of (i) the conclusion of the activities set forth in Section 3, (ii) the written agreement of the parties or (iii) Apeiron providing written notice of termination to the other parties.

10. Each party acknowledges that Olshan Frome Wolosky LLP shall act as counsel for both the Group and Apeiron relating to its investment in the Company.

11. Each of the undersigned hereby agrees that this Agreement shall be filed as an exhibit to any Schedule 13D required to be filed by them under applicable law.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Presight Sensei Co-Invest Fund, L.P.

By: Presight Sensei Co-Invest Management, L.L.C., its general partner

By: Apeiron Investment Group Ltd., its managing member

By: /s/ Julien Hoefler

Name: Julien Hoefler

Title: Director

Presight Sensei Co-Invest Management, L.L.C.

By: Apeiron Investment Group Ltd., its managing member

By: /s/ Julien Hoefler

Name: Julien Hoefler

Title: Director

Apeiron Investment Group Ltd.

By: /s/ Julien Hoefler

Name: Julien Hoefler

Title: Director

/s/ Christian Angermayer

Christian Angermayer

Apeiron SICAV Ltd. - Presight Capital Fund ONE

By: /s/ Heinz Daxl

Name: Heinz Daxl

Title: Director

Altarius Asset Management Ltd.

By: /s/ Heinz Daxl

Name: Heinz Daxl

Title: Director

/s/ Peter Miles Davies

Peter Miles Davies

APEIRON INVESTMENT GROUP LTD.
Beatrice, at 66 & 67 Amery Street, SLM1707
Sliema, Malta

March 9, 2023

[Nominee]
[Address]

Dear [Nominee]:

This letter sets forth our mutual agreement with respect to compensation to be paid to you for your agreement to be named and serve as a nominee of Apeiron Investment Group Ltd. (“Apeiron”) for election as a director of Sensei Biotherapeutics, Inc. (the “Company”) at the Company’s 2023 annual meeting of stockholders including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the “Annual Meeting”).

In consideration of your agreement to be named and serve as a nominee of Apeiron for election as a director of the Company at the Annual Meeting, the undersigned hereby agrees to pay you \$15,000 in cash if you are elected or appointed to the Company’s Board of Directors (the “Board”) resulting from a nomination or appointment approved by Apeiron or a written agreement between Apeiron and the Company, with such amount deemed payable to you hereunder effective prior to such election or appointment. In consideration of the payments provided hereunder, you hereby agree not to serve as a director of the Company other than as a result of your appointment resulting from a nomination made or approved by Apeiron or a written agreement between Apeiron and the Company.

The term of this letter agreement shall commence on the date hereof and shall remain in effect until the earliest to occur of (i) the date of any agreement between Apeiron and the Company in furtherance of your nomination or appointment as a director of the Company, (ii) Apeiron’s withdrawal of your nomination for election as a director of the Company and (iii) the conclusion of the Annual Meeting.

The validity, interpretation, construction and performance of this letter agreement shall be governed by the laws of the State of New York, without regard to its principles of conflict of laws, and by applicable laws of the United States. The parties hereto consent to the jurisdiction of the New York State and United States courts located in New York County, New York for the resolution of any disputes hereunder and agree that venue shall be proper in any such court notwithstanding any principle of forum non conveniens and that service of process on the parties hereto in any proceeding in any such court may be effected in the manner provided herein for the giving of notices. The parties hereto waive trial by jury in respect of any such proceeding.

This letter agreement shall bind and inure to the benefit of you and your heirs, successors and assigns.

This letter agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

Apeiron Investment Group Ltd.

By:

Name: Julien Hoefler
Title: Director

Accepted and Agreed to:

[NOMINEE]

APEIRON INVESTMENT GROUP, LTD.
66 Amery Street, SLM1701
Sliema, Malta

March 9, 2023

[Nominee]
[Address]

Re: Sensei Biotherapeutics, Inc.

Dear [Nominee]:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Sensei Biotherapeutics, Inc. (the “Company”) in connection with the proxy solicitation that Apeiron Investment Group, Ltd. and certain of its affiliates (collectively, “Apeiron”) are considering undertaking to nominate and elect directors at the Company’s 2023 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the “Solicitation”). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter (“Agreement”) will set forth the terms of our agreement.

Apeiron agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Apeiron of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by Apeiron), or material breach of the terms of this Agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected or appointed as a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys’ fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a “Loss”).

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Apeiron prompt written notice of such claim or Loss (provided that failure to promptly notify Apeiron shall not relieve Apeiron from any liability which it may have on account of this Agreement, except to the extent Apeiron shall have been materially prejudiced by such failure). Upon receipt of such written notice, Apeiron will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

Apeiron may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this Agreement, Apeiron shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Apeiron’s prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of Apeiron, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of Apeiron, any confidential, proprietary or non-public information (collectively, "Information") of Apeiron, or any of its affiliates or members of its Schedule 13D group with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Apeiron, or any of its affiliates or members of its Schedule 13D group with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Apeiron so that Apeiron or any member thereof may seek a protective order or other appropriate remedy or, in Apeiron's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or Apeiron does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of Apeiron and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Apeiron and, upon the request of a representative of Apeiron, all such Information shall be returned or, at Apeiron's option, destroyed by you, with such destruction confirmed by you to Apeiron in writing.

This Agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

* * *

If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

APEIRON INVESTMENT GROUP, LTD.

By:

Name: Julien Hoefler

Title: Director

ACCEPTED AND AGREED:

[NOMINEE]

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Julien Hoefler the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Sensei Biotherapeutics, Inc., a Delaware corporation (the "Company"), directly or indirectly beneficially owned by Apeiron Investment Group, Ltd. or any of its affiliates or members of its Schedule 13D group (collectively, the "Group") and (ii) any potential proxy solicitation that may be pursued by the Group to elect a slate of director nominees to the board of directors of the Company at the 2023 annual meeting of stockholders of the Company, including any adjournments or postponements thereof (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned all Group Agreements, Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Group;
2. if applicable, executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 9th day of March 2023.

[NOMINEE]