

EXECUTION VERSION

This deed (this “Deed”) is made on 8 August 2025

BETWEEN:

- (1) **TPG KNIGHT BIDCO LIMITED**, a company incorporated under the laws of the Cayman Islands with limited liability (registration no. MC-422305), whose registered office is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Bidco**”); and
- (2) **FORTUNE SPRING KANGJI 1 LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability (registration no. 2035180), whose registered office is at P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands (the “**ESOP BVI**”),

(each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS:

- (A) As at the date of this Deed, ESOP BVI directly holds 46,810,000 ordinary shares in the share capital of the Target in connection with the RSU Plan.
- (B) The Bidco has communicated to the board of directors of the Target a proposal (the “**Proposal**”) in connection with the privatisation of the Target by way of the Scheme and the delisting of the shares of the Target from the Stock Exchange (together, the “**Transaction**”), the terms of which will be set out in the Announcement.
- (C) In connection with the Proposal, as authorised pursuant to (i) the written direction and consent from the Target (as enforcer to the ESOP Trust) to the Trustee dated 1 August 2025 in accordance with the Trust Deed; (ii) the duly passed board resolutions of ESOP BVI dated 8 August 2025; and (iii) the duly passed written resolution of the shareholders of ESOP BVI dated 8 August 2025, ESOP BVI has agreed to defer the settlement of the Deferred Cancellation Price payable by the Bidco and to transfer the received Deferred Cancellation Price to the Target on the terms and subject to the conditions of this Deed.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **this Deed witnesses** and it is hereby declared as follows:

1 Interpretation

- 1.1** In this Deed, the following words and expressions, unless the context otherwise requires, shall have the following meanings respectively:

“**Announcement**” means the joint announcement to be published by Bidco and the Target pursuant to Rule 3.5 of the Hong Kong Code on Takeovers and Mergers in respect of the Proposal;

“**Applicable Laws**” means, with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgments, decrees, orders or notices of any Authority that is applicable to such person;

“**Authority**” means any relevant government, administrative or regulatory body, or court, tribunal, arbitrator or governmental agency or authority or department (including any relevant securities exchange) and whether supranational, national, regional or local;

Certain personal information contained in this document has been redacted in the absence of consent of the data subject. The remaining information is considered adequate by (i) the Offeror and its directors and (ii) the financial adviser to the Offeror for the purpose of disclosing the nature and significance of this document, and for the Offeror to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

“Business Day(s)” means a business day is a day on which the Stock Exchange is open for the transaction of business;

“Companies Act” means the Companies Act (2025 Revision) of the Cayman Islands, as amended, modified or enacted from time to time;

“Cancellation Price” means the cancellation price per Scheme Share as set out in the Announcement, as amended by the Bidco from time to time;

“Effective Date” means the date on which the Scheme becomes effective in accordance with its terms and the Companies Act;

“ESOP Trust” means Fortune Spring KJ 1 Trust, a special trust established in accordance with Part VIII of the Trusts Law (as revised) of the Cayman Islands;

“Record Date” means the record date to be announced for determining entitlements of the holders of Scheme Shares under the Scheme;

“RSU(s)” means a conditional right awarded to a grantee to either acquire Share(s) or receive cash payment upon vesting pursuant to the terms of the RSU Plan;

“RSU Holder(s)” means holder(s) of RSU(s);

“RSU Plan” means the restricted share unit scheme adopted by the Target on 6 May 2020;

“RSU Share(s)” means Share(s) held by ESOP BVI in connection with the RSU Plan;

“Scheme” means the scheme of arrangement between the Target and holders of Scheme Shares at the Record Date under section 86 of the Companies Act on the terms set out in the Announcement;

“Scheme Share(s)” means Share(s) in issue and held by the registered holder(s) of the Shares;

“Share(s)” means ordinary share(s) of US\$0.00001 in the Target;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Target” means Kangji Medical Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 9997);

“Trust Deed” means the deed of settlement between Zhong Ming, the Trustee and the Target in respect of the ESOP Trust entered into on 20 May 2020; and

“Trustee” means Zedra Trust Company (Cayman) Limited, a company incorporated under the laws of the Cayman Islands.

- 1.2** The headings and titles are inserted for convenience only and shall not affect the construction of this Deed.
- 1.3** Except as specified otherwise, references to Clauses are to Clauses of this Deed.
- 1.4** Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa.
- 1.5** References to a “person” shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or

any joint venture, association or partnership (whether or not having separate legal personality).

2 Deferred settlement and transfer

2.1 Conditional upon the Scheme being effective and the Transaction being implemented, subject to Clause 2.3, ESOP BVI irrevocably and unconditionally accepts, approves, consents to and agrees to each of the following:

2.1.1 in respect of the RSU Shares which are not attributable to any RSU, the aggregate Cancellation Price payable by the Bidco to ESOP BVI pursuant to the Transaction (the **"Unallocated RSU Shares Deferred Cancellation Price"**) shall be paid by the Bidco to ESOP BVI upon the first anniversary of the Effective Date;

2.1.2 in respect of RSU Shares which are attributable to vested RSUs that have been exercised prior to the Record Date:

(i) after the ESOP BVI's receipt of the aggregate "see-through" price (being the Cancellation Price minus any unpaid portion of the exercise price of any RSU or a nominal amount as set out as such in the Announcement if such "see-through" price is negative) from the Bidco within seven Business Days from the Effective Date pursuant to the Transaction (or otherwise in accordance with the terms of the Scheme), ESOP BVI shall then promptly pay such amount to the relevant RSU Holder(s); and

(ii) the difference between the aggregate Cancellation Price and the aggregate "see-through" price mentioned in Clause 2.1.2(i) above payable by the Bidco to ESOP BVI pursuant to the Transaction (the **"Exercised RSU Shares Deferred Cancellation Price"**) shall be paid by the Bidco to ESOP BVI upon the first anniversary of the Effective Date; and

2.1.3 in respect of RSU Shares which are attributable to RSUs that have not yet been exercised (whether vested or unvested) prior to the Record Date:

(i) after the ESOP BVI's receipt of the aggregate "see-through" price (being the Cancellation Price minus the exercise price of any RSU or a nominal amount as set out as such in the Announcement if such "see-through" price is negative) from the Bidco within seven Business Days from the Effective Date (or otherwise in accordance with the terms of the Scheme), ESOP BVI shall then promptly pay such amount to the relevant RSU Holder(s); and

(ii) the difference between the aggregate Cancellation Price and the aggregate "see-through" price mentioned in Clause 2.1.3(i) above payable by the Bidco to ESOP BVI pursuant to the Transaction (the **"Unexercised RSU Shares Deferred Cancellation Price"**) shall be paid by the Bidco upon the first anniversary of the Effective Date.

2.2 Conditional upon the Scheme being effective and the Transaction being implemented, subject to Clause 2.3, to the extent any portion of the Unallocated RSU Shares Deferred Cancellation Price, the Exercised RSU Shares Deferred Cancellation Price and the Unexercised RSU Shares Deferred Cancellation Price (collectively, the **"Deferred Cancellation Price"**) is received by ESOP BVI, ESOP BVI irrevocably and unconditionally agrees to, and undertakes to take all necessary actions and execute all necessary

documents to, transfer the Deferred Cancellation Price received to the Target within two Business Days of receipt.

- 2.3** Subject to the written direction by the Target to the Trustee in relation to the matters set out in this Clause 2.3, which Bidco (in its capacity as the sole shareholder of the Target) shall procure at any time after the Effective Date, no cash payment shall be required to be made (i) by Bidco to ESOP BVI or (ii) by ESOP BVI to the Target, in each case in respect of any portion of the Deferred Cancellation Price payable under Clauses 2.1 and 2.2. Each of the Parties hereby agrees and acknowledges, by virtue of the execution of this Deed and conditional upon the said written direction by the Target, each of the Parties' obligations and liabilities referred to in Clauses 2.1 and 2.2 in respect of the Deferred Cancellation Price shall be deemed to be settled and satisfied in full on the third Business Day from the date of such written direction, and the obligations and liabilities of the Parties in respect of the Deferred Cancellation Price shall be considered fully discharged.

3 Amendments and waivers

This Deed may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each Party.

4 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act, 2014 of the laws of the Cayman Islands to enforce any provision of this Deed in its own right.

5 Severability

In the event that any provision hereof would, under Applicable Laws, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, Applicable Laws. The provisions hereof are severable, and in the event that any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

6 Governing law and jurisdiction

- 6.1** This Deed shall be governed by, and construed in accordance with, the laws of the Cayman Islands.
- 6.2** Each of the Parties agrees that the courts of the Cayman Islands shall have non-exclusive jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Deed and for that purpose each Party irrevocably submits to the jurisdiction of the courts of the Cayman Islands. The Parties hereby irrevocably consent to service of process by any manner permitted by the relevant law.

7 Notices

- 7.1** A notice or other communication under or in connection with this Deed (a "**Notice**") shall be in writing, in the English language, delivered by hand, e-mail or courier using an internationally recognised courier company, to the person(s) due to receive the Notice to the e-mail addresses, or addressed and for the attention of the person(s) as set out in the table

below or to another address or person specified by that person by not less than five Business Days' written notice to the other Parties, such notice to be received before the Notice was despatched (and such new address or person shall, unless otherwise stated, thereafter apply to all Notices sent to that person).

Party	Contact for Notice
Bidco	Address: Suites 3101-3102 and 3105-3108, 31/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong Email: TPGAsiaLegal@tpg.com Attention: [REDACTED]
ESOP BVI	Address: c/o Kangji Medical Holdings Limited, 71 Fort Street P.O. Box 500 George Town Grand Cayman KY1-1106 Cayman Islands

7.2 In the absence of evidence of earlier receipt, a Notice shall be deemed to have been duly given if:

7.2.1 delivered personally, when left at the address referred to in Clause 7.1;

7.2.2 sent by courier, two Business Days after posting it; or

7.2.3 sent by e-mail, upon receipt.

8 Counterparts

This Deed may be executed in any number of separate counterparts, each of which when executed shall constitute a duplicate original but all of which taken together shall constitute one and the same instrument as if the signatures on the counterparts were on a single copy of the Deed.

9 Further assurance

Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as any other Party may reasonably require to implement and/or give effect to this Deed and the transactions contemplated hereunder.

10 Remedies

10.1 Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence to, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

10.2 Notwithstanding any express remedies provided under this Deed and without prejudice to any other right or remedy which any Party may have, each Party acknowledges and agrees

that damages alone may not be an adequate remedy for any breach by it of the provisions of this Deed, so that in the event of a breach or anticipated breach of such provisions, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

[The remainder of this page is intentionally left blank.]

In witness whereof the parties hereto have executed, sealed and delivered this Deed on the date stated at its beginning:

EXECUTED AS A DEED for and on behalf of TPG
KNIGHT BIDCO LIMITED:

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)
)
) Duly Authorised Signatory
)
) Name:
)
) Title:
)

in the presence of:

Signature of Witness
Name:
Address:

In witness whereof the parties hereto have executed, sealed and delivered this Deed on the date stated at its beginning:

EXECUTED AS A DEED for and on behalf of TPG
KNIGHT BIDCO LIMITED:

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) _____
) Duly Authorised Signatory
)
) Name: _____
)
) Title: _____

in the presence of:

Signature of Witness
Name: _____
Address: _____

EXECUTED AS A DEED for and on behalf of)
FORTUNE SPRING KANGJI 1 LIMITED:)

[Redacted Signature]

)
Duly Authorised Signatory

)
Name: [Redacted Name]

)
Title: [Redacted Title]

in the presence of:

[Redacted Witness Signature]

Signature of Witness

Name:

[Redacted Name]

Address:

[Redacted Address]

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Name:

Title:

Name:

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