[redacted]

STRICTLY PRIVATE AND CONFIDENTIAL

From: Rotork plc
Rotork House
Brassmill Lane
Bath
BA1 3JQ
(the "**Company**" or "**Rotork**" or, together with its Group, "**we**" or "**us**")

To: ABB Asea Brown Boveri Ltd
Affolternstrasse 44
8050 Zurich
Switzerland
("**ABB**" or, together with its group undertakings, "**you**")

28 June 2026

Dear Sirs / Madams,

Project Hopfield – Confidentiality Agreement

You have expressed an interest in the Proposal, and in consideration of us, the other members of the Group and our respective Agents making available to you and your Agents the Confidential Information, you hereby agree with and acknowledge and undertake to us on the terms set out in this letter.

1. Interpretation

1.1 In this letter:

"**acting in concert**" has the meaning given to it in the Code, and "**concert parties**" shall be construed accordingly;

"**Affiliates**" means, in relation to any person, any person who, directly or indirectly, controls, or is controlled by, or is under common control with, such person and includes (without limitation): (i) any of that person's group undertakings; and (ii) in relation to ABB, any person formed, controlled or owned by you for the purposes of the Proposal;

"**Agents**" means:

(A) in respect of ABB, its Affiliates and its and their respective directors, officers, employees, agents, partners, professional advisers and contractors; and

(B) in respect of the Company, each member of its Group and its and their respective directors, officers, employees, agents, partners, professional advisers and contractors;

provided that the obligations in this letter applicable to Agents shall only apply to those Agents who have received Confidential Information;

"**Board**" means the board of directors of the Company from time to time;

[redacted]

"**CJA**" means the Criminal Justice Act 1993, as amended from time to time;

"**Code**" means the City Code on Takeovers and Mergers as amended and interpreted by the Takeover Panel from time to time;

"**Confidential Information**" means:

(A) all Information relating directly or indirectly to the Proposal, including the existence and potential terms of the Proposal, the potential for the transaction contemplated by the Proposal to take place, this letter and any discussions and negotiations between the Company and ABB (or, in each case, their respective Agents), the fact of our willingness to enter into such discussions and negotiations with you or any other party or to provide Information to you or any other party in connection with the Proposal; and

(B) all Information relating to any member of the Group, including, without limitation, Information relating to the property, assets, business, trading practices, plans, strategy, proposals and/or trading prospects of any member of the Group, disclosed by or acquired in any way (and whether directly or indirectly, on or after the date of this letter), from any member of the Group or from any of our or their respective Agents and includes all copies of any such Information and Information prepared by you or your Agents to the extent that it contains or otherwise reflects or is generated from such Information,

but excluding:

(i) all Information that is in, or has (after disclosure to or acquisition by you or your Agents) entered, the public domain otherwise than as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter;

(ii) Information that has been independently acquired or developed by ABB or its Agents (without using or referring to Confidential Information); and

(iii) in relation to paragraph (B) of this definition only, all Information that: (a) you can reasonably demonstrate was properly and lawfully in your or your Agents' possession prior to the time that it was disclosed by or acquired from us or our Agents, or (b) subsequently comes lawfully into you or your Agents' possession from a source other than the Company or any of its Agents and not as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter, in each case provided that such Information is not known by you or your Agents to be subject to any other duty of confidentiality owed to the Company or any of its Agents;

"**control**", together with its correlative meanings, "**controlled by**" and "**under common control with**", means (unless otherwise defined), with respect to any such person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise);

[redacted]

"**Data Breach**" means a breach of security affecting the Company leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed;

"**Data Protection Law**" means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction;

"**Group**" means the Company and its group undertakings from time to time;

"**group undertakings**" has the meaning ascribed to it in section 1161 of the Companies Act 2006, as amended from time to time;

"**Information**" means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD-ROM, magnetic and digital form;

"i**nterest in securities**" has the meaning in the Code;

"**person**" includes a reference to an individual, a body corporate, government body, association or partnership (in whatever form and whether or not having separate legal personality);

"**Personal Data**" means any personal data (as defined under applicable Data Protection Law in the UK) that is received by you pursuant to the consideration, evaluation and negotiation of the Proposal and is disclosed to you or acquired in any way by you (and whether directly or indirectly, on or after the date of this letter) from us or from any of our Agents and includes all copies of any such personal data prepared by you or your Agents which contains such personal data;

"**Proposal**" means the proposed acquisition by you or by any of your Affiliates of the entire issued and to be issued ordinary share capital of the Company, whether by a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006), including any financing thereof;

"**securities**" means any shares or other security (whether equity, debt or hybrid) in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

"**Takeover Panel**" means The Panel on Takeovers and Mergers; and

"**UK MAR**" means the Market Abuse Regulation (EU) No 596/2014 in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under domestic law from time to time.

1.2 The obligations in this letter are given by you in favour of us and each member of our Group.

2. Non-disclosure of Confidential Information

2.1 You shall treat and keep all Confidential Information as secret and confidential and shall not, without our prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in this letter.

2.2 You shall ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information and in any case no less than reasonable measures and a reasonable degree of care.

2.3 You shall not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than for the purpose of evaluating, negotiating, financing, advising on or implementing the Proposal.

2.4 You shall not make, or permit or procure to be made, any copies in any form of the Confidential Information except:

(A) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter; or

(B) with our prior written consent.

2.5 You shall, to the extent permitted by law or regulation and reasonably practicable, notify us of the full circumstances of any breach of this letter as soon as possible upon becoming aware of such breach.

2.6 Any notification required to be made to us pursuant to this letter shall be made promptly by email to [redacted] and/or to such other person or email address(es) as may be notified to you in writing from time to time.

3. Permitted disclosure

3.1 The restrictions in paragraph 2.1 do not apply to the disclosure of Confidential Information:

(A) to, or between, your Agents who need to receive and consider such Confidential Information for the purposes of evaluating, negotiating, financing, advising on or implementing the Proposal (and, for the avoidance of doubt, this shall include any provider or prospective provider of debt financing) provided that you or your Agents shall first obtain our prior written consent (such consent not to be unreasonably withheld or delayed) before approaching any provider or prospective provider of debt financing; or

(B) which is required to be disclosed by applicable law or the rules of, or at the request of, any applicable regulatory, governmental or supervisory organisation (which includes the Takeover Panel and any relevant stock exchange to whose jurisdiction you or your relevant Agent(s) (as applicable) is or are subject) but subject to paragraph 5.2.

3.2 You shall ensure that each person to whom any Confidential Information is disclosed by you in accordance with paragraph 3.1(A) is aware of the terms of this letter and is directed to comply with the terms applicable to such persons as if they were a party to the letter. You shall be responsible for any breach of the terms of this letter by any person to whom any Confidential Information is disclosed by you, unless such person has separately entered into a confidentiality agreement with us in relation to the Proposal.

3.3 You undertake that you shall not at any time, without our prior written consent, enter into any discussions or negotiations with or disclose any Confidential Information to another potential bidder or equity provider in relation to the Proposal (including any potential consortium member alongside you).

4. Records and return of Confidential Information

4.1 You shall, upon written demand by us:

(A) within 21 days of such demand, destroy or return (at your option) to us all hard copy documents and all other materials which are in a form reasonably capable of delivery or destruction containing or reflecting any Confidential Information (for this purpose Confidential Information having only the meaning in sub-paragraph (B) of the definition of "**Confidential Information**") and all copies thereof which have been made by or on behalf of you or your Agents; and

(B) ensure that, where Confidential Information has not been returned or destroyed under paragraph 4.1(A), it continues to be held subject to the terms of this letter and no step is taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such Confidential Information or which is otherwise stored or held in electronic, digital or other machine readable form.

4.2 In addition, you shall within 21 days of such written demand provide to us written notice confirming compliance with this paragraph 4 by you and your Agents.

4.3 Notwithstanding the obligations in this paragraph 4, you and/or your Agents shall be entitled to retain: (i) papers or minutes of your board or, if applicable, committee thereof that, in each case contain or reflect any Confidential Information; (ii) such copies of Confidential Information as are required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation (including the rules of any stock exchange) or professional body to which you or they (as applicable) are subject or pursuant to bona fide internal compliance or document retention policies and procedures, professional standards or as part of automatic electronic archiving and back-up procedures; or (iii) such Confidential Information contained in any electronic file pursuant to any routine back-up of archiving procedure, provided that, in each case, such Confidential Information shall continue to be held subject to the terms of this letter.

5. Announcements and disclosure

5.1 Without prejudice to paragraph 2 and subject to the remainder of this paragraph 5, you shall not make, or permit or procure to be made, or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information without our prior written consent.

[redacted]

5.2 Subject to paragraph 5.3, if you become compelled by law or the rules of, or are requested by, any applicable regulatory, governmental or supervisory organisation (which includes the Takeover Panel and any relevant stock exchange on which your securities or those of your Affiliates are admitted to trading) to whose jurisdiction you are subject, to announce or disclose any Confidential Information, you shall be permitted to make such announcement or disclosure and, where reasonably practicable and to the extent permitted by law or any such rules or requests (as applicable), promptly notify us of the basis on which disclosure is required so that we may seek any appropriate means to prevent or minimise that disclosure.

5.3 Where you make disclosure of Confidential Information under paragraph 5.2, the disclosure shall (to the extent reasonably practicable and permitted by applicable law and regulation) be made only after prompt consultation with us and after taking into account our reasonable requirements as to its timing, content and manner of making the disclosure.

5.4 Where, in accordance with paragraph 5.3, you are not permitted to or reasonably able to consult with us before disclosure is made, you shall, to the extent permitted by law or regulation, inform us of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.

5.5 For the avoidance of doubt, nothing in this letter shall prevent, or shall be construed as preventing, the Board from making an announcement relating to a possible offer or publicly identifying you as a potential offeror at any time the Board considers appropriate.

6. Personal Data

6.1 You acknowledge that Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this letter, in relation to the Personal Data, you shall:

(A) comply with all relevant provisions of Data Protection Law to which you are subject;

(B) take appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing of such Personal Data and to guard against a Data Breach in respect of such Personal Data;

(C) notify us of a Data Breach as soon as practicable after becoming aware of it;

(D) to the extent permitted by applicable law, notify us as soon as reasonably practicable following receipt by you or any of your Agents of any communication: (i) from any person which relates to your or our compliance with Data Protection Law in respect of the Personal Data; or (ii) from any individual whose Personal Data you or your Agents process or from any person acting on behalf of such individual; and

(E) promptly provide to us such reasonable co-operation, information and assistance as we may from time to time reasonably request to enable us to comply with our obligations under Data Protection Law.

[redacted]

7. Approaches to the Group and others

7.1 In connection with the Proposal, you shall, and shall procure that your Agents shall, only make contact with and deal only through the Board Chair, the Chief Executive Officer and/or the Chief Financial Officer of the Company, and/or our advisers at Rothschild & Co, J.P. Morgan Cazenove and Slaughter and May, together with such other people who may from time to time be notified to you by us in writing.

7.2 Save as set out in paragraphs 7.1 and 13.4, neither you nor your Agents shall contact any of the Group's directors, officers, employees, shareholders, customers or suppliers (other than any communications undertaken in the ordinary course of business and unrelated to the Proposal or communications undertaken by you or your Agents in connection with due diligence on a strictly no names basis and which does not include or make reference to any Confidential Information) without our prior written consent.

7.3 Subject to paragraph 7.4, for a period of 12 months from the date of this letter, you shall not, and you shall procure that your Affiliates who have received Confidential Information shall not, without our prior written consent, directly or indirectly, solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is at any time during any discussions or negotiations relating to the Proposal working for any member of the Group (whether as an employee or consultant or independent contractor) in a senior capacity or with whom you have had direct contact in connection with such discussions or negotiations, whether or not that person would commit any breach of his or her contract by ceasing to work for the member of the Group concerned.

7.4 Paragraph 7.3 shall not prevent you or your Affiliates who have received Confidential Information from considering and accepting an application made by any such person: (i) in response to a recruitment offer or *bona fide* employment advertisement published generally and not specifically directed at the employees of the Group; (ii) if such person approaches you on an unsolicited basis; or (iii) following the cessation of such person's employment with the Group without any solicitation or encouragement by you or your Affiliates.

8. Duration

8.1 Subject to paragraph 8.2, your obligations under this letter shall be continuing, and, in particular, they shall survive the termination or cessation of any negotiations between us regarding the Proposal, whether or not the Proposal is implemented.

8.2 The obligations under this letter shall expire on the earlier of: (i) 24 months from the date of this letter; and (ii) the date of completion of any transaction contemplated by the Proposal, except where expressly provided otherwise in the terms of this letter. Such expiry shall be without prejudice to any rights and liabilities which may have accrued before such expiry.

9. Principal

You confirm that you are acting in this matter as principal and not as nominee, agent or broker for any other person and that you shall be responsible for your own costs whether incurred by yourselves or your Agents in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

10. No offer

You agree that all Information, whether containing Confidential Information or otherwise, made available to you or your Agents in the course of, or for the purpose of, negotiations in relation to the Proposal, shall not constitute an offer, inducement or invitation by, or on behalf of, ourselves or any of our Agents, nor shall those documents nor the Information contained in them form the basis of, or any representation in relation to, any contract.

11. No representations

11.1 You agree that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by us or any of our Agents as to the accuracy or completeness of the Confidential Information or any other Information supplied in connection with the Proposal or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same.

11.2 You also agree that we are not under any obligation to update the Confidential Information or any other Information supplied in connection with the Proposal or correct any inaccuracies and that you are responsible for making your own decisions on such Information and the Proposal.

11.3 You further agree that you shall not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by us or any of our Agents as part of or in connection with the Confidential Information, any other Information supplied in connection with the Proposal, the Proposal or any other matter contemplated hereby.

11.4 Neither we nor any of our Agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by us or any of them in connection with the Proposal.

11.5 This paragraph 11 does not exclude any liability for, or remedy in respect of, fraud.

12. Insider dealing and market abuse

12.1 You acknowledge that the Proposal and the Confidential Information may constitute unpublished price-sensitive or inside information and that its use or disclosure in breach of this letter may constitute insider dealing or market abuse under applicable law.

12.2 You acknowledge and agree that you shall not engage in any behaviour that would amount to market abuse or insider dealing for the purposes of UK MAR, CJA or otherwise under applicable law.

13. Standstill

13.1 For a period of 12 months from the date of this letter, you shall not, and shall procure that your Affiliates shall not, directly or indirectly, without our prior written consent:

(A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company;

(B) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any securities of the Company;

(C) enter into any agreement, arrangement, understanding (whether legally binding or not) or transaction or do or omit to do any act as a result of which: (i) you or any person acting in concert with you; or (ii) your Affiliates, shall become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;

(D) enter into any agreement, arrangement or understanding (whether legally binding or not) with any other person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company;

(E) contact any shareholder of the Company with a view to:

(i) entering into an agreement, arrangement or understanding (whether legally binding or not) described in this paragraph 13.1;

(ii) encourage such shareholder to oppose any recommendations given by the Board or the Board's business strategy or management of the business, or otherwise seek to obtain representation on the Board or to control or change the management, Board or strategy of the Company; or

(iii) seeking irrevocable undertakings or letters of intent in connection with the Proposal;

(F) enter into any contract for difference, spread bet or similar arrangement with reference to the price of securities of the Company, grant, accept, acquire, dispose of, exercise or discharge any option to acquire or dispose of securities in the Company, or enter into, terminate, assign or novate any stock lending or short selling arrangement in respect of securities in the Company;

(G) announce any proposal or intention to do any of the matters referred to in this paragraph 13.1 (unless required to do so by the Takeover Panel or by law or the rules of any competent stock exchange or other regulatory authority or body); or

(H) direct another person to take any of the actions listed in (A) to (G) above.

13.2 If you or any of your Affiliates acquires any interest in securities of the Company in breach of paragraph 13.1, then on request by us (without prejudice to any other rights we may have under this letter) you shall dispose of (or procure the disposal of) such interest as soon as reasonably practicable after it becomes lawful to do so. Pending such disposal, you shall not, and shall procure that each of your Affiliates shall not, exercise any rights attached to such securities.

13.3 The provisions of paragraph 13.1 shall cease to apply if:

(A) you or any of your Affiliates announces a firm intention under Rule 2.7 of the Code to make an offer to acquire securities carrying over 50% of the voting rights (as defined in the Code) in the Company, which is recommended by the Board;

(B) at any time, any person (other than you or any of your Affiliates or your or their concert parties) makes, or announces a firm intention under Rule 2.7 of the Code to make, a general offer to acquire securities carrying over 50% of the voting rights (as defined in the Code) in the Company, whether or not recommended by the Board; or

(C) the Company announces a proposal to seek a Rule 9 waiver in accordance with the Code;

(D) the Company enters into, or announces that it is proposing to enter into, a reverse takeover or an agreement to acquire substantially all of the business and assets of the Group; or

(E) the Company announces that it is seeking one or more potential offerors.

13.4 The provisions of paragraph 13.1 shall not apply to the procuring and/or entering into of irrevocable undertakings or letters of intent with shareholders of the Company immediately prior to an announcement of a firm intention to make an offer for the Company which is to be recommended by the Board, provided that the Company has provided its written consent (not to be unreasonably withheld or delayed) to you discussing an irrevocable undertaking or letter of intent with the relevant shareholder(s).

14. Contracts (Rights of Third Parties) Act 1999

14.1 The provisions of this letter confer benefits on the persons specifically referred to in subparagraph 1.2 (each, a "**Third Party**") and, subject to the remaining terms of this paragraph 14, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Save as provided in the foregoing sentence, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14.2 Notwithstanding paragraph 14.1 of this letter, this letter may be rescinded or varied as agreed in writing between you and us in any way and at any time without the consent of any Third Party.

15. General

15.1 You acknowledge that we may, at our absolute discretion, terminate any negotiations or discussions in relation to the Proposal at any time and without notice and you agree that we shall be under no obligation to accept any offer or proposal which may be made by you or on your behalf in the course of any negotiations.

15.2 You acknowledge and agree that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, we may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.

15.3 No failure or delay in exercising any right, power or privilege under this letter shall operate as a waiver of it, nor shall any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. No modification to this letter or any waiver granted by any member of the Group or our respective Agents in respect of any action taken by you shall be effective unless agreed in writing by us.

15.4 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information to you or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which any member of the Group or our respective Agents may have in respect of such Confidential Information.

15.5 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.

15.6 You acknowledge and agree that no right or licence is granted to you in relation to the Confidential Information except as expressly set forth in this letter.

15.7 The provisions of this letter shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

15.8 Any consent to be given by us under the terms of this letter may be given on such terms as we determine or may not be given, in each case, in our sole discretion.

15.9 No modification to this letter or any waiver granted by us or any of our Agents in respect of any action taken by you shall be effective unless agreed in writing by us.

15.10 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this letter, but all the counterparts shall together constitute one and the same instrument.

15.11 This letter shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts. Any matter, claim or dispute arising out of or in connection with this letter, whether contractual or noncontractual, shall be governed by and determined in accordance with English law.

15.12 You hereby irrevocably appoint ABB Limited at Daresbury Park, Daresbury, Warrington, Cheshire WA4, 4BT as your agent for service of process in England and Wales and agree that delivery of documents and other service of process in England and Wales shall be sufficiently served on you if delivered to such agent at its address for the time being (with any such service marked for the attention of Natascia Rubinic). If the specified address ceases to be effective, you shall immediately specify another person and address for service of process in England and Wales.

Please confirm your acceptance of these terms by countersigning this letter and returning to us.

Yours faithfully,

[redacted]

For and on behalf of

Rotork plc

Name: [redacted]

Title: [redacted]

Date: 28 June 2026

Agreed and accepted

[redacted] [redacted]

for and on behalf of

ABB Asea Brown Boveri Ltd

Name: [redacted] [redacted]

Title: Authorized Signatory Authorized Signatory

Date: 28 June 2026 28 June 2026