**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. THIS DOCUMENT CONTAINS A PROPOSAL IN RESPECT OF THE ORDINARY SHARE CAPITAL IN ROTORK WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE LISTING OF ROTORK ORDINARY SHARES ON THE EQUITY SHARES (COMMERCIAL COMPANIES) CATEGORY OF THE OFFICIAL LIST AND THE TRADING OF ROTORK ORDINARY SHARES ON THE LONDON STOCK EXCHANGE'S MAIN MARKET FOR LISTED SECURITIES. THIS DOCUMENT ALSO CONTAINS A PROPOSAL IN RESPECT OF THE PREFERENCE SHARE CAPITAL IN ROTORK WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE LISTING OF ROTORK PREFERENCE SHARES ON THE NON-EQUITY SHARES AND NON-VOTING EQUITY SHARES CATEGORY OF THE OFFICIAL LIST AND THE TRADING OF ROTORK PREFERENCE SHARES ON THE LONDON STOCK EXCHANGE'S MAIN MARKET FOR LISTED SECURITIES. PART II (*EXPLANATORY STATEMENT*) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006.**

The release, publication or distribution of this Document and/or any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom or the United States may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document comes should inform themselves of, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition and the Preference Share Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

**If you are in any doubt as to the contents of this Document or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.**

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**Recommended Cash Acquisition of**

# Rotork plc

**by**

## ABB Ltd

**(through its indirect, wholly-owned subsidiary, ABB Automation Holding UK Limited)**

**and**

**Proposal for the acquisition of the Rotork Preference Shares by ABB (through its indirect, wholly-owned subsidiary, ABB Automation Holding UK Limited)**

**each to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006**

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**This Document (including all information incorporated into this Document by reference) should be read as a whole and in conjunction with any accompanying documents.**

**Your attention is drawn to Part I (*Letter from the Chair of Rotork*) of this Document, which contains the unanimous recommendation of the Rotork Directors that you: (i) vote in favour of the Ordinary Share Scheme at the Ordinary Share Court Meeting and the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting; and (ii) vote in favour of the Preference Share Scheme at the Preference Share Court Meeting.**

**A letter from J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley explaining the Ordinary Share Scheme and the Preference Share Scheme appears in Part II (*Explanatory Statement*) of this Document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.**

If you sell or have sold or otherwise transferred all of your Rotork Ordinary Shares or your Rotork Preference Shares, please send this Document, together with any accompanying documents (other than documents or forms personalised to you) at once to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents (in whole or in part) should not be forwarded, distributed or transmitted in or into or from any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction. If you sell or have sold or otherwise transferred only part of your holding of Rotork Ordinary Shares or Rotork Preference Shares, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise been transferred Rotork Ordinary Shares or Rotork Preference Shares in certificated form, notwithstanding receipt of this Document from the transferor, you should contact the shareholder helpline on the relevant telephone number set out on page 15 of this Document to obtain personalised Forms of Proxy.

**Notices of the Ordinary Share Court Meeting, the Ordinary Share General Meeting and the Preference Share Court Meeting, all of which will be held at the offices of Rothschild & Co at New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom on 3 September 2026 are set out in Part X (*Notice of Ordinary Share Court Meeting*), Part XI (*Notice of Ordinary Share General Meeting*) and Part XII (Notice of Preference Share Court Meeting) of this Document. The Ordinary Share Court Meeting will start at 10.15 a.m. on that date, the Ordinary Share General Meeting will start at 10.30 a.m. on that date (or as soon thereafter as the Ordinary Share Court Meeting concludes or is adjourned) and the Preference Share Court Meeting will start at 10.45 a.m. on that date (or as soon thereafter as the Ordinary Share General Meeting concludes or is adjourned).**

Certain terms used in this Document are defined in Part IX (*Definitions*) of this Document. References to times in this Document are to London, United Kingdom time unless otherwise stated.

# ACTION TO BE TAKEN

The action to be taken by Rotork Shareholders is set out on pages 11 to 15 of this Document and in paragraph 21 of Part II (*Explanatory Statement*) of this Document.

***Rotork Ordinary Shareholders***

Rotork Ordinary Shareholders will find enclosed with this Document a BLUE Form of Proxy for use in connection with the Ordinary Share Court Meeting and a YELLOW Form of Proxy for use in connection with the Ordinary Share General Meeting.

Rotork Ordinary Shareholders are strongly encouraged to complete, sign and return the enclosed BLUE and YELLOW Forms of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Equiniti at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, no later than 48 hours before the relevant Meeting (excluding any such 48 hour period falling on a non-Business Day).

If the BLUE Form of Proxy for the Ordinary Share Court Meeting is not returned by the relevant time, it may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof). However, in the case of the Ordinary Share General Meeting, if the YELLOW Form of Proxy is not returned by the relevant time, it will be invalid.

Rotork Ordinary Shareholders who hold Rotork Ordinary Shares in CREST may also appoint a proxy using CREST following the instructions set out on pages 11 to 15 and in paragraph 21 of Part II (*Explanatory Statement*) of this Document.

***Rotork Preference Shareholders***

Rotork Preference Shareholders will find enclosed with this Document a GREEN Form of Proxy for use in connection with the Preference Share Court Meeting. Rotork Preference Shareholders are strongly encouraged to complete, sign and return the enclosed GREEN Form of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Equiniti at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, no later than 48 hours before the Preference Share Court Meeting (excluding any such 48 hour period falling on a non-Business Day).

If the GREEN Form of Proxy for the Preference Share Court Meeting is not returned by the relevant time, it may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

Rotork Preference Shareholders who hold Rotork Preference Shares in CREST may also appoint a proxy using CREST following the instructions set out on pages 11 to 15 and in paragraph 21 of Part II (*Explanatory Statement*) of this Document.

***General***

**The completion and return of a Form of Proxy by post (or transmission of a proxy appointment or voting instruction electronically online or through CREST) will not prevent you from attending, voting and speaking in person at either the Ordinary Share Court Meeting, the Ordinary Share General Meeting or the Preference Share Court Meeting or any adjournment or postponement thereof, if you wish and are so entitled.**

If you have questions about this Document (or any information incorporated into this Document by reference from another source), the Meetings or the completion and return of the Forms of Proxy, please contact the shareholder helpline, details of which are set out on page 15 of this Document. The shareholder helpline cannot provide advice on the merits of the Ordinary Share Scheme or the Preference Share Scheme nor give any financial, legal or tax advice.

## IMPORTANT NOTICES

Barclays Bank PLC, acting through its Investment Bank ("**Barclays**"), which is authorised by the PRA and regulated in the United Kingdom by the FCA and the PRA, is acting exclusively for ABB and Bidco and no one else in connection with the matters set out in this Document and will not be responsible to anyone other than ABB and Bidco for providing the protections afforded to clients of Barclays nor for providing advice in relation to any matter referred to in this Document.

J.P. Morgan Securities plc, which conducts its U.K. investment banking business as J.P. Morgan Cazenove ("**J.P. Morgan Cazenove**"), is authorised in the United Kingdom by the PRA and regulated in the United Kingdom by the PRA and the FCA. J.P. Morgan Cazenove is acting as financial adviser exclusively for Rotork and no one else in connection with the matters set out in this Document and will not regard any other person as its client in relation to the matters set out in this Document and will not be responsible to anyone other than Rotork for providing the protections afforded to clients of J.P. Morgan Cazenove or its affiliates, or for providing advice in relation to any matter referred to herein.

N.M. Rothschild & Sons Limited ("**Rothschild & Co**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Rotork and for no one else in connection with the subject matter of this Document and will not be responsible to anyone other than Rotork for providing the protections afforded to its clients or for providing advice in connection with the subject matter of this Document.

Jefferies International Limited ("**Jefferies**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Rotork and no one else in connection with the matters set out in this Document and will not regard any other person as its client in relation to the matters in this Document and will not be responsible to anyone other than Rotork for providing the protections afforded to clients of Jefferies nor for providing advice in relation to any matter referred to in this Document. Neither Jefferies nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Jefferies in connection with this Document, any statement contained herein or otherwise.

Morgan Stanley & Co. International plc ("**Morgan Stanley**"), which is authorised by the PRA and regulated by the PRA and the FCA in the United Kingdom, is acting exclusively for Rotork and for no one else in connection with the Acquisition and the Preference Share Acquisition and neither Morgan Stanley nor any of its affiliates, nor their respective directors, officers, employees or agents will be responsible to anyone other than Rotork for providing the protections afforded to its clients or for providing advice in relation to the Acquisition, the Preference Share Acquisition, the contents of this Document or any other matters referred to in this Document.

### APPLICATION OF THE TAKEOVER CODE

The Rotork Preference Shares do not form part of the equity share capital of Rotork. As a result, the Takeover Code does not apply to the Preference Share Acquisition or the Preference Share Scheme, nor are the Preference Share Acquisition or the Preference Share Scheme subject to the jurisdiction of, or being regulated by, the Panel.

### OVERSEAS JURISDICTIONS

This Document and any accompanying documents have been prepared in connection with proposals in relation to schemes of arrangement and for the purpose of complying with English law and (to the extent applicable) the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England. The Acquisition and the Preference Share Acquisition will be subject to English law and the jurisdiction of the courts of England and Wales and the applicable requirements of the London Stock Exchange and the FCA and (in respect of the Acquisition only) the Takeover Code and the Panel.

The release, publication or distribution of this Document and/or any accompanying documents in, into or from jurisdictions other than the United Kingdom or the United States, and the availability of the

Acquisition and/or the Preference Share Acquisition to Rotork Ordinary Shareholders and Rotork Preference Shareholders who are not resident in the United Kingdom or the United States, may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom or the United States should inform themselves about, and observe, any applicable legal or regulatory requirements.

In particular, the ability of persons who are resident in a jurisdiction other than the United Kingdom, or who are subject to the laws of another jurisdiction, to vote their Rotork Shares at the Meetings, or to appoint another person as proxy to vote at the Meetings on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located or to which they are otherwise subject.

Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition and/or the Preference Share Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by ABB or required by the Takeover Code (to the extent applicable), and permitted by applicable law and regulation, the Acquisition and/or the Preference Share Acquisition will not be made available, in whole or in part, directly or indirectly, in, into or from, or by the use of mails or any means or instrumentality (including but not limited to facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction and no person may vote in favour of the Acquisition and/or the Preference Share Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction.

Copies of this Document and any formal documentation relating to the Acquisition and/or the Preference Share Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition and/or the Preference Share Acquisition.

Further details in relation to the Overseas Shareholders are contained in paragraph 19 of Part II (*Explanatory Statement*) of this Document.

## ADDITIONAL INFORMATION FOR US INVESTORS

Each of the Acquisition and the Preference Share Acquisition is being made to acquire the securities of an English company by means of a scheme of arrangement provided for under English law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, each scheme of arrangement will be subject to disclosure requirements and practices applicable in the UK to schemes of arrangement, which are different from the disclosure requirements of the US tender offer rules and the US proxy solicitation rules.

If ABB exercises its right to implement the acquisition of the Rotork Ordinary Shares by way of a Takeover Offer (subject to the consent of the Panel (where required) and the terms of the Co-operation Agreement), such offer will be made in compliance with applicable US laws and regulations.

The financial information included in this Document has been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US.

It may be difficult for US holders to enforce their rights and claims arising out of US federal securities laws, since ABB and Rotork are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US holders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US federal securities laws.

Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, ABB or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Rotork Shares outside of the US, other than pursuant to the Acquisition and/or the Preference Share Acquisition, until the date on which the Acquisition or the Preference Share Acquisition (respectively) becomes effective, lapses or is otherwise withdrawn. In accordance with the Takeover Code, normal United Kingdom market practice and Rule 14e-5(b) of the US Exchange Act, Barclays will continue to act as an exempt principal trader in Rotork Shares on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Takeover Code (to the extent applicable) will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

The receipt of cash pursuant to the Acquisition and/or the Preference Share Acquisition by a US holder of shares as consideration for the transfer of its shares pursuant to either scheme of arrangement may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Rotork Ordinary Shareholder and each Rotork Preference Shareholder is urged to consult with independent professional advisers immediately regarding the tax consequences of the Acquisition and/or the Preference Share Acquisition applicable to them.

## FORWARD-LOOKING STATEMENTS

This Document (including information incorporated by reference in this Document), oral statements made regarding the Acquisition, the Preference Share Acquisition and other information published by ABB, Bidco, Rotork, any member of the Wider ABB Group or any member of the Wider Rotork Group contain statements which are, or may be deemed to be, "forward-looking statements". Such forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of ABB, Bidco, Rotork, any member of the Wider ABB Group or any member of the Wider Rotork Group about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this Document include statements relating to the expected effects of the Acquisition and the Preference Share Acquisition on ABB, Bidco, Rotork, the Enlarged ABB Group, any member of the Wider ABB Group or any member of the Wider Rotork Group, the expected timing and scope of the Acquisition, the Preference Share Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking terminology, including the terms "plans", "expects" or "does not expect", "is expected", "is subject to", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved.

Although ABB and Rotork believe that the expectations reflected in such forward-looking statements are reasonable, ABB and Rotork can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include the satisfaction of the Conditions and the Preference Scheme Conditions, as well as additional factors, such as: changes in the UK or global, political, economic, social, legal, business and competitive environments, in global trade policies, and in market and regulatory forces; the loss of or damage to one or more key customer relationships; changes to customer ordering patterns; disruptions and inefficiencies in their supply chains; changes in future inflation, deflation, exchange and interest rates and fluctuations in component and product prices; changes in tax and social security (including national insurance) rates; future business combinations, capital expenditures, acquisitions or dispositions; changes in general and economic business conditions; changes in the behaviour of other market participants; labour disputes and shortages; outcome of pending or future litigation proceedings; the failure to maintain effective internal control over financial reporting or effective disclosure controls and procedures, the inability to remediate one or more material weaknesses, or the discovery of additional material weaknesses, in the internal control over financial reporting; other business, technical and/or operational risks and challenges; the objectives of management for future operations; failure to comply with environmental and health and safety laws and regulations; timing of receipt of, or failure to comply with, necessary notices, concessions, permits and approvals; weak, volatile or illiquid capital and/or credit markets; any public health crises, pandemics or epidemics and repercussions thereof; changes to the boards of ABB Bidco and/or Rotork and/or the composition of their respective workforces; safety and technology risks; exposures to IT system failures, cyber-crime, fraud and pension scheme liabilities; risks relating to environmental matters such as climate change; changes to law and/or the policies and practices of regulatory and governmental bodies; heightening of geopolitical tensions and any repercussions thereof; and changes in economic conditions both in the UK and worldwide.

Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. Neither ABB, Bidco, Rotork nor any member of the Wider ABB Group or any member of the Wider Rotork Group, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Document will actually occur. Rotork Shareholders are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations (including under the UK Listing Rules and the Disclosure and Transparency Rules of the FCA, to the extent applicable), neither ABB, Bidco, Rotork nor any member of the Wider ABB Group or any member of the Wider Rotork Group is under any obligation, and ABB, Bidco, Rotork, any member of the Wider ABB Group and any member of the Wider Rotork Group expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

## DEALING DISCLOSURE REQUIREMENTS

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day (as defined in the Takeover Code) following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day (as defined in the Takeover Code) following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day (as defined in the Takeover Code) following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

The Rotork Preference Shares do not form part of the equity share capital of Rotork under the Takeover Code. The Preference Share Scheme does not therefore constitute an offer to which the Takeover Code applies and the Preference Share Scheme is not subject to the jurisdiction of the Takeover Panel. Therefore, no dealing disclosures are required to be made under Rule 8 of the Takeover Code in respect of dealings in Rotork Preference Shares.

## PUBLICATION ON WEBSITE

A copy of this Document and the documents required to be published by Rule 26.1 of the Takeover Code will be made available, subject to certain restrictions relating to persons in or resident in Restricted Jurisdictions, on ABB's website at www.new.abb.com/rotorkoffer and on Rotork's website at www.rotork.com/investors by no later than 12.00 p.m. (London time) on the business day (as defined in the Takeover Code) following the date of this Document.

For the avoidance of doubt, the contents of those websites are not incorporated into and do not form part of this Document.

## NO PROFIT FORECASTS, PROFIT ESTIMATES OR QUANTIFIED BENEFITS STATEMENTS

No statement in this Document is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this Document should be interpreted to mean that earnings or earnings per share for Rotork or ABB for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Rotork or ABB.

## REQUESTING HARD COPIES

Rotork Shareholders, persons with information rights and participants in Rotork Share Plans may request a hard copy of this Document (and any information incorporated by reference in this Document) by contacting Rotork's Registrar, Equiniti, between 8.30 a.m. to 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales) on +44 (0) 371 384 2269, or by submitting a request in writing to Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA. For persons who receive a copy of this Document in electronic form or via a website notification, a hard copy of this Document will not be sent unless so requested.

Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition and/or the Preference Share Acquisition should be in hard copy form.

## ELECTRONIC COMMUNICATIONS

Please be aware that addresses, electronic addresses and certain other information provided by Rotork Ordinary Shareholders, Rotork Preference Shareholders and persons with information rights and other relevant persons for the receipt of communications from Rotork may be provided to ABB during the offer period as requested under Section 4 of Appendix 4 to the Takeover Code to comply with Rule 2.11(c) or (in respect of information provided by Rotork Preference Shareholders) as otherwise requested by ABB.

## ROUNDING

Certain figures included in this Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

## GENERAL

ABB reserves the right to elect, with the consent of the Panel (where required) and subject to the terms of the Co-operation Agreement, to implement the Acquisition by way of a Takeover Offer for the Rotork Ordinary Shares (through Bidco) as an alternative to the Ordinary Share Scheme. In such event, such Takeover Offer shall be implemented on substantially the same terms, so far as applicable, as those which would apply to the Ordinary Share Scheme (subject to necessary amendments to reflect the change in method of implementation and the terms of the Co-operation Agreement). If the Acquisition is effected by way of a Takeover Offer, and such Takeover Offer becomes or is declared unconditional and sufficient acceptances are received, ABB or Bidco (as applicable) intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Rotork Ordinary Shares in respect of which the Takeover Offer has not been accepted.

ABB also reserves the right to elect to implement the Preference Share Acquisition by way of a takeover offer for the Rotork Preference Shares (through Bidco) as an alternative to the Preference Share Scheme. In such event, such takeover offer shall be implemented on substantially the same terms, so far as applicable, as those which would apply to the Preference Share Scheme (subject to necessary amendments to reflect the change in method of implementation).

The Acquisition and Preference Share Acquisition will be subject to English law, the jurisdiction of the Court, and the applicable requirements of the Companies Act, the London Stock Exchange, the FCA and, in respect of the Acquisition only, the Takeover Code and the Panel.

This Document is published on 6 August 2026.

# CONTENTS

# ACTION TO BE TAKEN

These pages should be read in conjunction with the rest of this Document, the accompanying Forms of Proxy and any document incorporated by reference.

## 1. Enclosed Documents

Please check that you have received the following (according to the class(es) of shares in Rotork that you hold):

***Rotork Ordinary Shareholders***

- a BLUE Form of Proxy for use in respect of the Ordinary Share Court Meeting to be held on 3 September 2026;
- a YELLOW Form of Proxy for use in respect of the Ordinary Share General Meeting to be held on 3 September 2026; and
- a reply-paid envelope for use in the UK only for the return of the BLUE Form of Proxy and YELLOW Form of Proxy; and/or

***Rotork Preference Shareholders***

- a GREEN Form of Proxy for use in respect of the Preference Share Court Meeting to be held on 3 September 2026; and
- a reply-paid envelope for use in the UK only for the return of the GREEN Form of Proxy.

If you have not received all of the relevant documents (according to the class(es) of shares in Rotork that you hold), please contact Equiniti on the shareholder helpline referred to in paragraph 5 below.

## 2. Voting at the Meetings

**It is important that, for the Ordinary Share Court Meeting and the Preference Share Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of the opinions of Ordinary Scheme Shareholders and Preference Scheme Shareholders respectively. Whether or not you intend to attend the relevant Meetings, please sign and return your Forms of Proxy as soon as possible.**

***In the case of Rotork Ordinary Shareholders***

The Ordinary Share Scheme will require approval at a meeting of the Ordinary Scheme Shareholders convened with the permission of the Court to be held at the offices of Rothschild & Co at New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom at 10.15 a.m. on 3 September 2026. Implementation of the Ordinary Share Scheme will also require, among other things, the passing of the Ordinary Share Resolution relating to the Acquisition by Rotork Ordinary Shareholders at the Ordinary Share General Meeting to be held at the same place at 10.30 a.m. on 3 September 2026 (or as soon thereafter as the Ordinary Share Court Meeting concludes or is adjourned). Notices of the Ordinary Share Meetings are set out in Part X (*Notice of Ordinary Share Court Meeting*) and Part XI (*Notice of Ordinary Share General Meeting*) of this Document.

Ordinary Scheme Shareholders and Rotork Ordinary Shareholders entitled to attend and vote at the Ordinary Share Meetings are entitled to appoint a proxy (or proxies) to exercise all or any of their rights to attend, speak and vote at the Ordinary Share Court Meeting and/or Ordinary Share General Meeting (as applicable). A proxy need not be an Ordinary Scheme Shareholder or a Rotork Ordinary Shareholder, but Ordinary Scheme Shareholders and Rotork Ordinary Shareholders are strongly encouraged to appoint the Chair of the relevant Meeting(s) as their proxy.

Where the Chair of the relevant Meeting(s) is appointed as the proxy of an Ordinary Scheme Shareholder or a Rotork Ordinary Shareholder, the Chair of the relevant Meeting(s) may (in their absolute discretion) appoint any other person as they see fit as the proxy of such Ordinary Scheme Shareholder or Rotork Ordinary Shareholder in respect of some or all of their Ordinary Scheme Shares or Rotork Ordinary Shares (as applicable).

Ordinary Scheme Shareholders and Rotork Ordinary Shareholders may appoint more than one proxy by using multiple paper Forms of Proxy as described in paragraph 2.1 below or appointing multiple proxies through CREST as described in paragraph 2.2 below or electronically as described in paragraph 2.3 below, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Ordinary Scheme Shareholders and Rotork Ordinary Shareholders who wish to appoint more than one proxy in respect of their holding of Ordinary Scheme Shares and/or Rotork Ordinary Shares should photocopy the enclosed Form(s) of Proxy or contact Equiniti for further Form(s) of Proxy.

Rotork Ordinary Shareholders are strongly encouraged to complete, sign and return the enclosed BLUE and YELLOW Forms of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Equiniti at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, no later than 48 hours before the relevant Meeting (excluding any such 48 hour period falling on a non-Business Day).

If the BLUE Form of Proxy for the Ordinary Share Court Meeting is not returned by 10.15 a.m. on 1 September 2026, it may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof. However, in the case of the Ordinary Share General Meeting, if the YELLOW Form of Proxy is not returned by the relevant time, it will be invalid.

***In the case of Rotork Preference Shareholders***

The Preference Share Scheme will require approval at a meeting of the Preference Scheme Shareholders convened with the permission of the Court to be held at the offices of Rothschild & Co at New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom at 10.45 a.m. on 3 September 2026 (or as soon thereafter as the Ordinary Share General Meeting concludes or is adjourned). Notice of the Preference Share Court Meeting is set out in Part XII (*Notice of Preference Share Court Meeting*) of this Document.

Preference Scheme Shareholders entitled to attend and vote at the Preference Share Court Meeting are entitled to appoint a proxy (or proxies) to exercise all or any of their rights to attend, speak and vote at the Preference Share Court Meeting. A proxy need not be a Preference Scheme Shareholder, but Preference Scheme Shareholders are strongly encouraged to appoint the Chair of the Preference Share Court Meeting as their proxy.

Where the Chair of the Preference Share Court Meeting is appointed as the proxy of a Preference Scheme Shareholder, the Chair of the Preference Share Court Meeting may (in their absolute discretion) appoint any other person as they see fit as the proxy of such Preference Scheme Shareholder in respect of some or all of their Preference Scheme Shares.

Preference Scheme Shareholders may appoint more than one proxy by using multiple paper Forms of Proxy as described in paragraph 2.1 below or appointing multiple proxies through CREST as described in paragraph 2.2 below or electronically as described in paragraph 2.3 below, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Preference Scheme Shareholders who wish to appoint more than one proxy in respect of their holding of Preference Scheme Shares should contact Equiniti for further Forms of Proxy. Alternatively, you may photocopy the enclosed Form(s) of Proxy.

Rotork Preference Shareholders are strongly encouraged to complete, sign and return the enclosed GREEN Form of Proxy, in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Equiniti at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, no later than 48 hours before the Preference Share Court Meeting (excluding any such 48 hour period falling on a non-Business Day).

If the GREEN Form of Proxy for the Preference Share Court Meeting is not returned by 10.45 a.m. on 1 September 2026, it may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

***General***

**Completion and return of a Form of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described below), will not prevent you from attending, speaking and voting in person at either the Ordinary Share Court Meeting, the Ordinary Share General Meeting or the Preference Share Court Meeting or any adjournment or postponement thereof, if you wish and are entitled to do so.**

**2.1 Sending Forms of Proxy by post**

You should:

***if you are a holder of Rotork Ordinary Shares:***

(A) complete, sign and return the BLUE Form of Proxy for use at the Ordinary Share Court Meeting so as to be received **no later than 10.15 a.m. on 1 September 2026**; and

(B) complete, sign and return the YELLOW Form of Proxy for use at the Ordinary Share General Meeting so as to be received **no later than 10.30 a.m. on 1 September 2026; and/or**

***if you are a holder of Rotork Preference Shares:***

(C) complete, sign and return the GREEN Form of Proxy for use at the Preference Share Court Meeting so as to be received **no later than 10.45 a.m. on 1 September 2026**.

or, in the case of an adjourned or postponed Meeting, so as to be received not less than 48 hours prior to the time and date set for the adjourned or postponed Meeting (excluding any such 48 hour period falling on a non-Business Day).

The Forms of Proxy should be returned by post to Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA. For your convenience, a reply-paid envelope (for postage from within the UK) has been enclosed with respect to the Forms of Proxy.

**2.2 Electronic appointment of proxies through CREST**

Rotork Shareholders who hold Rotork Shares in uncertificated form through CREST and who wish to appoint a proxy or proxies for the Meetings (or any adjournment(s) or postponement(s) thereof) by using the CREST electronic proxy appointment service, you may do so by using the procedures set out in the CREST Manual (available via www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the CREST Proxy Instruction must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy), must, in order to be valid, be transmitted so as to be received by the issuer's agent (CREST Participant ID RA19) no later than 48 hours (excluding any part of such 48 hour period falling on a non-Business Day) before the time fixed for the relevant Meeting (as set out above) or any adjournment or postponement thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Application Host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by

CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this regard, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Rotork may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

### 2.3 Electronic appointment of proxies through Shareview and Proxymity

***Shareview***

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by going to Equiniti's Shareview website, www.shareview.co.uk, and logging into your Shareview Portfolio. If you have not yet registered for a Shareview Portfolio, you may do so by going to www.shareview.co.uk and entering the requested information. It is important that you register for a Shareview Portfolio in sufficient time to complete the registration and authentication process.

Once you have logged into your Shareview Portfolio, click "View" on the "My Investments" page and then follow the link to vote and the on-screen instructions.

***Proxymity – Institutional investors only***

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Rotork and approved by Rotork's Registrar, Equiniti. For further information regarding Proxymity, please visit: www.proxymity.io.

Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy.

***General***

For an electronic proxy appointment (via Shareview or Proxymity) to be valid, the appointment must be received no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the relevant Meeting (or in the case of any adjournment or postponement, no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the time and date set for the adjourned or postponed Meeting).

*Ordinary Share Court Meeting*

In the case of the Ordinary Share Court Meeting, if you have not appointed a proxy electronically by 10.15 a.m. on 1 September 2026, the BLUE Form of Proxy may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof).

*Preference Share Court Meeting*

In the case of the Preference Share Court Meeting, if you have not appointed a proxy electronically by 10.45 a.m. on 1 September 2026, the GREEN Form of Proxy may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

**3. Results of the Meetings**

The results of each Meeting will be announced through a Regulatory Information Service and also published on Rotork's website at www.rotork.com/investors and on ABB's website at www.new.abb.com/rotorkoffer, as soon as reasonably practicable following the conclusion of the Meetings once the votes have been counted and verified.

**4. Rotork Share Plans**

Participants in the Rotork Share Plans will be contacted separately regarding the effect of the Ordinary Share Scheme on their rights under the Rotork Share Plans. A summary of the effect of the Ordinary Share Scheme on the Rotork Share Plans is set out in paragraph 9 of Part II (*Explanatory Statement*) of this Document. Where applicable, appropriate proposals will be made to participants in the Rotork Share Plans pursuant to Rule 15 of the Takeover Code (the "**Rule 15 Proposals**"). Details of these Rule 15 Proposals will be set out in separate letters to be sent to the participants in the Rotork Share Plans at or around the same time as this Document. The Preference Share Scheme will not affect rights under the Rotork Share Plans.

**5. Shareholder Helpline**

**If you have any questions about this Document, the Meetings or on the completion and return of the Forms of Proxy (or the appointment of a proxy through CREST or via electronic means), please contact Equiniti by calling the shareholder helpline on +44 (0)371 384 2269. The shareholder helpline will be available from 8.30 a.m. to 5.30 p.m. Monday to Friday (except public holidays in England and Wales). Please ensure the country code is used if calling from outside the UK. Calls to the shareholder helpline from outside of the UK will be charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Ordinary Share Scheme or the Preference Share Scheme, nor give financial, tax, investment or legal advice.**

## Expected Timetable of Principal Events

The following indicative timetable is based on Rotork's and ABB's current expected dates for the implementation of the Ordinary Share Scheme and the Preference Share Scheme and is subject to change (including, as a result of changes to the regulatory timetable). If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Rotork Shareholders by announcement through the Regulatory Information Service of the London Stock Exchange, with such announcement being made available on Rotork's website at www.rotork.com/investors. All times shown are London times.

| Event | Time and/or date[(1)] |
|---|---|
| Publication of this Document | 6 August 2026 |
| Latest time for lodging Forms of Proxy for the: | |
| **Ordinary Share Court Meeting (BLUE Form of Proxy)** | **10.15 a.m. on 1 September 2026[(2)]** |
| **Ordinary Share General Meeting (YELLOW Form of Proxy)** | **10.30 a.m. on 1 September 2026[(3)]** |
| **Preference Share Court Meeting (GREEN Form of Proxy)** | **10.45 a.m. on 1 September 2026[(4)]** |
| Ordinary Share Voting Record Time | 6.30 p.m. on 1 September 2026[(5)] |
| Preference Share Voting Record Time | 6.30 p.m. on 1 September 2026[(6)] |
| **Ordinary Share Court Meeting** | **10.15 a.m. on 3 September 2026** |
| **Ordinary Share General Meeting** | **10.30 a.m. on 3 September 2026[(7)]** |
| **Preference Share Court Meeting** | **10.45 a.m. on 3 September 2026[(8)]** |

***The following dates and times associated with the Ordinary Share Scheme and the Preference Share Scheme are indicative only and subject to change.***

| | |
|---|---|
| Sanction Hearing (to sanction the Ordinary Share Scheme and the Preference Share Scheme) | a date expected to be in the first half of 2027, which (subject to the availability of the Court) shall be no later than the 21st day following the satisfaction (or, if applicable, waiver) of the final outstanding Regulatory Condition and in any event prior to the Long Stop Date ("**D**") |
| Last day for dealings in, and for the registration of transfer of, and disablement in CREST of, Rotork Ordinary Shares and Rotork Preference Shares | D+1* |
| Ordinary Share Scheme Record Time | 6.00 p.m. on D+1*[(9)] |
| Preference Share Scheme Record Time | 6.00 p.m. on D+1*[(10)] |
| Suspension of dealings in Rotork Ordinary Shares and Rotork Preference Shares | by 7.30 a.m. on D+2* |
| **Effective Date of the Ordinary Share Scheme and Preference Share Scheme** | **D+2***[(11)] |
| Cancellation of listing of Rotork Ordinary Shares and Rotork Preference Shares | by 8.00 a.m. on D+3* |

| | |
|---|---|
| Latest date for despatch of cheques, electronic payments and crediting of CREST accounts in respect of the Cash Consideration due under the Ordinary Share Scheme, and the Preference Cash Consideration due under the Preference Share Scheme | within 14 days after the Effective Date |
| Long Stop Date | 16 July 2027[12] |

(1) The dates and times shown are indicative only and are based on current expectations and may be subject to change and will depend on, among other things, the date on which the Conditions to the Ordinary Share Scheme and the Preference Scheme Conditions to the Preference Share Scheme are satisfied or, if capable of waiver, waived, and the date on which the Court sanctions the Ordinary Share Scheme and the Preference Share Scheme. References to times are to London, United Kingdom times. If any of the dates and/or times change, the revised dates and/or times will be notified to Rotork Shareholders by announcement through the Regulatory Information Service on the London Stock Exchange, with such announcement being made available on Rotork's website at www.rotork.com/investors. Participants in the Rotork Share Plans will be contacted separately regarding the effect of the Ordinary Share Scheme on their rights under the Rotork Share Plans and with the details of the arrangements applicable to them.

(2) It is requested that the BLUE Form of Proxy for the Ordinary Share Court Meeting be received no later than 10.15 a.m. on 1 September 2026, or, if the Ordinary Share Court Meeting is adjourned or postponed, not later than 48 hours before the time fixed for the holding of the adjourned or postponed Ordinary Share Court Meeting (excluding any such 48 hour period falling on a non-Business Day). If the BLUE Form of Proxy is not returned by the specified time, it may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof).

(3) In order to be valid, the YELLOW Form of Proxy for the Ordinary Share General Meeting must be received no later than 10.30 a.m. on 1 September 2026 or, if the Ordinary Share General Meeting is adjourned or postponed, not later than 48 hours before the time fixed for the holding of the adjourned or postponed Ordinary Share General Meeting (excluding any such 48 hour period falling on a non-Business Day).

(4) It is requested that the GREEN Form of Proxy for the Preference Share Court Meeting be received no later than 10.45 a.m. on 1 September 2026, or, if the Preference Share Court Meeting is adjourned or postponed, not later than 48 hours before the time fixed for the holding of the adjourned or postponed Preference Share Court Meeting (excluding any such 48 hour period falling on a non-Business Day). If the GREEN Form of Proxy is not returned by the specified time, it may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

(5) If either the Ordinary Share Court Meeting or the Ordinary Share General Meeting is adjourned or postponed, the Ordinary Share Voting Record Time for the relevant adjourned or postponed Meeting will be 6.30 p.m. on the day which is two days (excluding non-Business Days) before the date set for such adjourned or postponed Meeting.

(6) If the Preference Share Court Meeting is adjourned or postponed, the Preference Share Voting Record Time for the adjourned or postponed Preference Share Court Meeting will be 6.30 p.m. on the day which is two days (excluding non-Business Days) before the date set for such adjourned or postponed Preference Share Court Meeting.

(7) The Ordinary Share General Meeting is expected to commence at the time fixed or, if later, immediately after the conclusion or adjournment of the Ordinary Share Court Meeting.

(8) The Preference Share Court Meeting is expected to commence at the time fixed or, if later, immediately after the conclusion or adjournment of the Ordinary Share General Meeting.

(9) Ordinary Scheme Shareholders who are on the Register at this time are entitled to receive Cash Consideration under the Ordinary Share Scheme.

(10) Preference Scheme Shareholders who are on the Register at this time are entitled to receive Preference Cash Consideration under the Preference Share Scheme.

(11) The Ordinary Share Scheme and the Preference Share Scheme shall become Effective as soon as a copy of the Ordinary Share Court Order or the Preference Share Court Order (as applicable) has been delivered to the Registrar of Companies. This is expected to occur following the Ordinary Share Scheme Record Time or, as the case may be, the Preference Share Scheme Record Time and prior to the cancellation of trading in Rotork Ordinary Shares or Rotork Preference Shares (respectively). The events which are stated as occurring on subsequent dates are conditional on the Effective Date and operate by reference to that date.

(12) The Long Stop Date is the latest date by which the Ordinary Share Scheme may become Effective. However, the Long Stop Date may be extended to such later date as (i) may be agreed by ABB and Rotork or, in a competitive situation, as may be specified by ABB with the consent of the Panel; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required).

* All dates by reference to "D+1", "D+2" and "D+3" will be to the date falling the number of indicated Business Days immediately after the actual date, which is "D", as indicated above.

# Part I

## LETTER FROM THE CHAIR OF ROTORK

Keeping the World Flowing
for Future Generations

*(Incorporated in England and Wales with registered number 00578327)*

**Rotork Directors:**
Dorothy Thompson, CBE – Chair
Kiet Huynh – Chief Executive Officer
Ben Peacock – Chief Financial Officer
Andrew Heath – Senior Independent Non-Executive Director
Janice Stipp – Non-Executive Director
Vanessa Simms – Non-Executive Director
Svein Richard Brandtzæg – Non-Executive Director

**Registered Office:**
*Rotork House,*
*Brassmill Lane,*
*Bath,*
*BA1 3JQ*

6 August 2026

*To the holders of Rotork Shares and, for information only, to persons with information rights and holders of awards and options under the Rotork Share Plans*

Dear Rotork Shareholder,

**RECOMMENDED CASH ACQUISITION OF ROTORK BY ABB (THROUGH ITS INDIRECT, WHOLLY-OWNED SUBSIDIARY, BIDCO)**

**AND**

**PROPOSAL FOR THE ACQUISITION OF THE ROTORK PREFERENCE SHARES BY ABB (THROUGH ITS INDIRECT, WHOLLY-OWNED SUBSIDIARY, BIDCO)**

### 1. Introduction

On 16 July 2026, the boards of directors of Rotork plc ("**Rotork**") and ABB Ltd ("**ABB**") announced that they had reached agreement on the terms of a recommended cash acquisition pursuant to which ABB Automation Holding UK Limited, an indirect wholly-owned subsidiary of ABB ("**Bidco**"), will acquire the entire issued and to be issued ordinary share capital of Rotork (the "**Acquisition**"). It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "**Ordinary Share Scheme**").

In connection with the Acquisition, Rotork and ABB (through Bidco) announced a proposal to the holders of Rotork Preference Shares pursuant to which Bidco will acquire the entire issued and to be issued preference share capital of Rotork (the "**Preference Share Acquisition**"). It is intended that the Preference Share Acquisition will also be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "**Preference Share Scheme**").

I am writing to you today, on behalf of the Rotork Directors, to set out the background to the Acquisition and the Preference Share Acquisition and the reasons why the Rotork Directors consider the terms of each of the Acquisition and the Preference Share Acquisition to be fair and reasonable and are therefore recommending unanimously that: (i) Ordinary Scheme Shareholders vote in favour of the Ordinary Share Scheme at the Ordinary Share Court Meeting and that Rotork Ordinary Shareholders vote in favour of the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting, as the Rotork Directors who hold Rotork Ordinary Shares have irrevocably undertaken to do in respect of their own beneficial holding of Rotork Ordinary Shares; and (ii) Preference Scheme Shareholders vote in favour of the Preference Share Scheme at the Preference Share Court Meeting.

In particular, this letter sets out:

(A) ABB's background to and reasons for the Acquisition;

(B) ABB's intentions and strategic plans in respect of Rotork, including its intentions with regards to the business, management, employees, research and development and operating locations of Rotork;

(C) in light of the above, the Rotork Directors' reasons for their recommendation of the Acquisition; and

(D) details of the Preference Share Acquisition and the Rotork Directors' reasons for their recommendation of the Preference Share Acquisition.

I draw your attention to the letter from J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley set out in Part II (*Explanatory Statement*) of this Document, which sets out the details of the Acquisition and the Preference Share Acquisition. Furthermore, please note the contents of Part III (*Conditions and Further Terms*), Part IV (*The Ordinary Share Scheme of Arrangement*), Part V (*The Preference Share Scheme of Arrangement*) and Part VIII (*Additional Information*) of this Document.

In order to approve the terms of the Acquisition and the Preference Share Acquisition, the required majorities of:

(A) Ordinary Scheme Shareholders will need to vote in favour of the Ordinary Share Scheme at the Ordinary Share Court Meeting to be held on 3 September 2026 at 10.15 a.m. and Rotork Ordinary Shareholders will need to pass the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting to be held on 3 September 2026 at 10.30 a.m. (or as soon thereafter as the Ordinary Share Court Meeting concludes or is adjourned); and

(B) Preference Scheme Shareholders will need to vote in favour of the Preference Share Scheme at the Preference Share Court Meeting to be held on 3 September 2026 at 10.45 a.m. (or as soon thereafter as the Ordinary Share General Meeting concludes or is adjourned),

with each Meeting to be held at the offices of Rothschild & Co at New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom.

The Preference Share Acquisition is conditional on the Acquisition becoming Effective, but the Acquisition is not conditional on the Preference Share Acquisition becoming Effective. Details of the actions you should take are set out on pages 11 to 15 and in paragraph 21 of Part II (*Explanatory Statement*) of this Document. The recommendation of the Rotork Directors is set out in paragraph 13 of this letter.

## 2. Summary of the terms of the Acquisition

Under the terms of the Acquisition, which is subject to the Conditions set out in Part A of Part III (*Conditions and Further Terms*) of this Document, each Ordinary Scheme Shareholder will be entitled to receive:

**for each Ordinary Scheme Share** **506 pence in cash**

comprising:

- 503 pence in cash (the "**Cash Consideration**"); and
- the Rotork Permitted Dividend of up to 3 pence, which Rotork Ordinary Shareholders will be entitled to receive and retain, if paid by the Rotork Board, without any reduction to the Cash Consideration.

The Cash Consideration represents a premium of approximately:

- 73.0 per cent. to the Closing Price of 290.8 pence per Rotork Ordinary Share on 15 July 2026 (being the last Business Day prior to the start of the Offer Period);
- 62.7 per cent. to the volume-weighted average price of 309.2 pence per Rotork Ordinary Share for the three month period ended 15 July 2026 (being the last Business Day prior to the start of the Offer Period); and
- 54.6 per cent. to the volume-weighted average price of 325.3 pence per Rotork Ordinary Share for the six month period ended 15 July 2026 (being the last Business Day prior to the start of the Offer Period).

The Cash Consideration values the entire issued and to be issued ordinary share capital of Rotork at approximately £4.136 billion on a fully diluted basis and implies an enterprise value of approximately £4.084 billion (the "**Implied Enterprise Value**"):

- the Implied Enterprise Value represents a multiple of approximately 5.3x Rotork's sales and 19.5x Rotork's adjusted EBITDA for the financial year ended 31 December 2025;
- Rotork's Implied Enterprise Value to sales and Implied Enterprise Value to adjusted EBITDA multiples are approximately 5 per cent. and 25 per cent. lower than ABB's own enterprise value to sales and adjusted EBITDA multiples (respectively) for the financial year ended 31 December 2025; and
- ABB expects Rotork's adjusted EBITDA multiple would reduce towards the mid-teens level when accounting for anticipated synergies.

If, on or after the date of the Announcement and prior to the Effective Date, any dividend, distribution or other return of capital is declared, made or paid or becomes payable by Rotork in respect of the Rotork Ordinary Shares, other than, or in excess of, the Rotork Permitted Dividend, ABB reserves the right to reduce the Cash Consideration by an amount up to the amount of such dividend, distribution or other return of capital (valued on a per Rotork Ordinary Share basis) which exceeds the Rotork Permitted Dividend, in which case references to the Cash Consideration shall be deemed to be a reference to the Cash Consideration as so reduced. In such circumstances, Rotork Ordinary Shareholders shall be entitled to retain any such dividend, distribution or other return of capital declared, made or paid.

The Acquisition is subject to the satisfaction or waiver of the Conditions set out in Part A of Part III (*Conditions and Further Terms*) of this Document, including the sanction of the Ordinary Share Scheme by the Court (although ABB reserves the right to implement the Acquisition by way of a Takeover Offer, subject to Panel consent and the terms of the Co-operation Agreement).

The expected transaction timetable is set out on page 16 of this Document. The Ordinary Share Scheme is currently expected to become Effective in the first half of 2027.

Further information about the Acquisition is provided in Part II (*Explanatory Statement*) of this Document.

## 3. Background to and reasons for the Acquisition

ABB's M&A strategy is an integral part of its 'ABB Way' culture of high performance and is focused on disciplined value-accretive M&A, strategic fit, technology leadership and long-term value creation. Consistent with its decentralised operating model, ABB typically prioritises acquisitions with strong margin potential, attractive growth characteristics and opportunities to strengthen market positions through scale, technology leadership and portfolio enhancement.

The ABB Directors believe that Rotork is a premium leading business, with well-established positions in mission-critical flow control and instrumentation solutions with high quality products and a tradition of innovation. Rotork has an excellent customer track record, delivering attractive growth (8 per cent. of average organic revenue growth in financial years 2022 to 2025), and strong profitability (adjusted operating profit margin of 24.6 per cent. for the financial year ended 31 December 2025). Accordingly, the ABB Directors consider the Acquisition is strategically compelling and will strengthen the future prospects of the Enlarged ABB Group. The Acquisition is expected to further strengthen ABB's focus on electrification and automation and expand its Automation business area's offering for large and complex infrastructure and industries. Rotork's business is highly complementary to ABB's existing automation portfolio and would improve ABB's position at the field-device layer. The Acquisition would enable ABB to benefit from an expanded automation offering, enhancing the "act" component of the "sense-control-act" automation loop through Rotork's leading actuation capabilities, with intelligent field devices and software that continuously monitors and manages industrial processes for safer, more productive and sustainable operations. For customers, this would mean access to a broader offering from a single partner, backed by a wider global service and support network.

The Acquisition is also expected to support long-term innovation and further enhance ABB's ability to deliver broader hardware, software, and services that improve asset performance and operational efficiency across critical industrial applications.

The Acquisition would bring together two businesses with highly complementary technology portfolios, customer relationships, geographic footprints and installed bases. Key features of the Acquisition are expected to include:

***Direct alignment with ABB's strategic priorities and purpose***

- The Acquisition is directly aligned with ABB's world-class positions in electrification and automation, strengthening its position across the automation value chain.
- Rotork's innovative technologies improve safety, reliability, efficiency and performance across critical industrial applications and support ABB's purpose of enabling a more sustainable and resource-efficient future.
- The Acquisition is expected to enhance the continued development of increasingly intelligent, connected and autonomous industrial solutions.
- The Acquisition builds on the success of Rotork's Growth+ strategy, which ABB intends to support and build on as part of its strategic ambitions for its Automation business area.

***Stronger automation portfolio with highly complementary capabilities***

- Rotork is a well-established global provider of mission-critical intelligent flow control solutions and a leading independent manufacturer with differentiated technology and service network, established positions in critical applications and longstanding customer relationships.
- The Acquisition would allow Rotork to accelerate its penetration of the global electric actuator market and enhance its position at the field-device layer.
- The Enlarged ABB Group would benefit from an extended automation offering, enhancing the "sense-control-act" automation loop with intelligent field devices and software, while increasing exposure to attractive markets including marine, water, power, nuclear, data centre and other infrastructure applications.
- The mix of the Automation business would be improved through increased exposure to Rotork's higher-margin products, services and lifecycle revenues.

***Enhanced customer access, digital capabilities and innovation***

- The Enlarged ABB Group would combine customer relationships, installed bases and complementary technology and engineering capabilities, supporting deeper customer engagement and broader specification opportunities.
- Trusted customer relationships and earlier project engagement support participation in larger and more strategic projects, while accelerating penetration of new geographies and applications, and expanding relationships with new customers.
- Rotork would benefit from access to ABB's digital platforms, software capabilities and global R&D organisation, which supports innovation and the development of intelligent actuator solutions, diagnostics and asset management solutions.

- The Acquisition is expected to enhance digital integration across the automation stack, supporting greater connectivity, predictive maintenance, remote diagnosis, condition monitoring and control capabilities and advancing customers' journey towards autonomous operations.

***Expanded global service platform and lifecycle opportunities***

- Rotork's installed base and recurring aftermarket revenues are highly aligned with ABB's ambition to continue growing customer lifecycle services in its Automation business.
- Rotork and ABB would have access to each other's global service footprint, and customers are expected to benefit from enhanced coverage and safety-critical support worldwide.
- The Acquisition is expected to support deeper aftermarket penetration, increased service attachment and greater lifecycle pull-through while also strengthening customer relationships and expanding opportunities to grow recurring service revenues over time.

***Strong operating fit with a model that supports continued autonomy***

- ABB intends that Rotork will operate as a separate division within the Automation business area, retaining accountability, entrepreneurial spirit and customer proximity.
- Rotork is expected to continue operating as an independent premium actuator provider, without an associated valve offering, preserving customer choice and its established market position.

The Acquisition would add 3 per cent. to ABB Group revenue and 12 per cent. to the revenues of ABB's Automation business area for the financial year ended 31 December 2025. The Acquisition is expected to be immediately accretive to ABB's Group and Automation business area operational EBITA margins, improving them by approximately 20 and 120 basis points respectively, and to be EPS accretive in year 2 following completion.

The Acquisition is consistent with the 'ABB Way', which emphasises accountability, transparency and speed in decision-making and execution, built on the principle that operating decisions are best made within the divisions and close to customers while benefiting from the scale and support of the Enlarged ABB Group.

***Current trading and outlook***

On 16 July 2026, ABB released its results for the second quarter of 2026 which also included ABB's half-year results in respect of the six month period ended 30 June 2026. For the first half of 2026, order intake increased by 31 per cent. (26 per cent. on a comparable basis) to $23.34 billion and revenues increased by 16 per cent. (12 per cent. on a comparable basis) to $18.209 billion, in each case compared with the corresponding six month period in 2025. Operational EBITA increased by 28 per cent. to $3.974 billion, with the operational EBITA margin improving by 200 basis points to 21.8 per cent., reflecting improved operational performance and a $377 million net gain relating to a real estate sale. The performance reflected a positive market environment across ABB's three business areas, with double-digit order growth in the Electrification and Motion business areas partly offset by a decline in the Automation business area against a strong prior-year comparator. For the full year ended 31 December 2026, ABB expects a positive book-to-bill ratio, low double-digit to low-teens growth in comparable revenues and an improvement in its operational EBITA margin year-on-year, even excluding the real estate gain recorded in the first quarter of 2026.

## 4. Background to and reasons for the recommendation

***Rotork today and its Growth+ strategic plan***

Rotork is a global leader in mission-critical, intelligent flow control solutions, operating through three end markets: Oil & Gas, Chemical, Process & Industrial and Water & Power. Rotork is supported by a differentiated service network, serving customers in 140 countries.

Rotork's Growth+ strategy is rooted in its core purpose, "keeping the world flowing for future generations", and is built on three pillars: **Target Segments, Customer Value**, and **Innovative**

**Products & Services**. The strategy targets organic and inorganic growth by capitalising on structural megatrends, including automation, electrification and digitalisation, whilst balancing continued investment with margin progression. Consistent with Growth+, the Board's financial ambition over time is to deliver mid- to high-single-digit revenue growth and mid-twenties adjusted operating margins.

Since launch in 2022, Growth+ has delivered tangible financial benefits, accelerated capital deployment to support long-term growth and value creation and made meaningful improvements to internal processes while further strengthening Rotork's culture.

- Target Segments: Rotork's focus on markets with strong structural drivers has continued to drive outperformance. Target Segment revenue grew 8 per cent. in 2025 on an organic constant currency basis, supported by strong performance across key segments in all end markets, including upstream electrification and LNG in Oil & Gas, specialty chemicals, critical heating, ventilation and air conditioning (including strong data centre demand), mining and marine in Chemical, Process & Industrial, and water infrastructure, treatment and alternative energy markets in Water & Power.
- Customer Value: Progress has been driven by several initiatives, including the rollout of a commercial excellence programme, the opening of an expanded facility in Saudi Arabia, the launch of an internal AI initiative, and the continued implementation of a Rotork-wide enterprise resource planning platform to enhance operational efficiency, customer responsiveness and internal processes.
- Innovative Products and Services: This pillar has strengthened Rotork's competitive position through the launch of the IQ3 Perform electric actuator and a new RTP positioner range. Rotork Service remains a key differentiator and strategic growth engine, comprising one of the largest global service networks in the industry and now representing 24 per cent. of Rotork sales.

Through active and disciplined capital allocation, Rotork has maintained a strong balance sheet while delivering both growth and shareholder returns. Rotork has invested £59 million in capital expenditure, £65 million in business transformation and acquired two businesses in strategic growth segments from 2022 to 2025, and had returned £438 million of capital to shareholders as at the date of the Announcement.

Rotork delivered a strong performance in 2025, with order intake increasing by 6 per cent. year-on-year, revenue growing by 3.7 per cent., and adjusted operating margin expanding by 140 basis points, all on an organic constant currency basis. Return on capital employed was 38.4 per cent., supported by Rotork's strong balance sheet. In the first half of 2026, Rotork continued to deliver a robust performance. Revenue and adjusted operating profit grew by 1.3 per cent. and 4.1 per cent., in each case on an organic constant currency basis and compared to the corresponding half-year period in 2025, with strong growth in Chemical, Process & Industrial and Water & Power offsetting the impact of the conflict in the Middle East and customer capital expenditure discipline in Oil & Gas. Return on capital employed remained strong at 36.5 per cent. The Rotork Board continues to expect further progress for the Rotork Group on an organic constant currency basis and remains mindful of broader macroeconomic and geopolitical uncertainty.

The Rotork Directors remain confident in the Company's ability to continue to create value as an independent business over time.

### *Proposal from ABB*

The initial unsolicited proposal received from ABB at 430 pence per Rotork Ordinary Share was not at a level which the Rotork Board felt reflected an appropriate valuation of Rotork and its future prospects. Following three further proposals from ABB, the Rotork Board negotiated a proposal which delivers total value of up to 506 pence per Rotork Ordinary Share in cash to Rotork Ordinary Shareholders, comprising the Cash Consideration of 503 pence per Rotork Ordinary Share and, if paid, the Rotork Permitted Dividend of up to 3 pence per Rotork Ordinary Share.

The Rotork Directors felt that this most recent proposal was on financial terms that the Rotork Board was minded to recommend and subsequently granted ABB access to confirmatory due diligence information.

In considering the financial terms of the Acquisition and determining whether they reflect an appropriate valuation of Rotork and its future prospects, the Rotork Board weighed the Company's standalone value creation potential against several factors, including that:

- the Acquisition reflects the strength of Rotork's business and its future prospects, and provides an opportunity for Rotork Ordinary Shareholders to crystallise, in cash, the value of their investments at a fair and reasonable value;
- the certainty of the Acquisition should be weighed against the inherent uncertainty of the delivery of future value that exists in the business, given that the Growth+ strategy, including upside beyond its stated financial ambition, would be delivered over a number of years and remains subject to execution, as well as the mixed end-market and geopolitical conditions as described in this paragraph 3;
- the Cash Consideration represents a premium of approximately:
  - 73.0 per cent. to the Closing Price of 290.8 pence per Rotork Ordinary Share on 15 July 2026 (being the last Business Day prior to the start of the Offer Period);
  - 62.7 per cent. to the volume-weighted average price of 309.2 pence per Rotork Ordinary Share for the three month period ended 15 July 2026 (being the last Business Day prior to the start of the Offer Period); and
  - 54.6 per cent. to the volume-weighted average price of 325.3 pence per Rotork Ordinary Share for the six month period ended 15 July 2026 (being the last Business Day prior to the start of the Offer Period);
- the Cash Consideration implies an Implied Enterprise Value of approximately £4.084 billion and represents a multiple of approximately 19.5x Rotork's adjusted EBITDA for the financial year ended 31 December 2025;
- the Rotork Directors, who have been so advised by J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice, J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley have taken into account the commercial assessments of the Rotork Directors; and
- the Rotork Directors' view is that the Acquisition is expected to deliver more risk-adjusted near-term value to Rotork Ordinary Shareholders than other strategic options considered by the Rotork Board.

In reaching their decision, the Rotork Directors have also considered the interests of Rotork Preference Shareholders and Rotork's wider stakeholders, including its employees, customers and pension scheme members, and the statements of intention made by ABB in relation to the business, management, employees, research and development and operating locations of Rotork, as described more fully in paragraph 6. Based on those statements, the Rotork Board understands that ABB's intentions are aligned with the continuity of Rotork's business as a separate division within ABB and that changes to Rotork's employee base and pension arrangements are not expected to be material. The Rotork Board welcomes these statements.

The Rotork Board is particularly grateful to its approximately 3,500 employees for their hard work, dedication and commitment in building a high quality, market leading business delivering value for its stakeholders. Rotork's culture has always been a driver of its long-term success and has allowed its employees to build a business that is customer-focused and connected, while also creating a positive impact on its people and communities.

Following careful consideration of the financial terms of the Acquisition, the combination of value and certainty that the terms of the Acquisition provides to Rotork Ordinary Shareholders, and the above factors, the Rotork Directors recommend unanimously that Ordinary Scheme

Shareholders vote in favour of the Ordinary Share Scheme at the Ordinary Share Court Meeting and that Rotork Ordinary Shareholders vote in favour of the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, accept or procure the acceptance of the Takeover Offer), as the Rotork Directors who hold Rotork Ordinary Shares have irrevocably undertaken to do in respect of their own beneficial holding of Rotork Ordinary Shares (representing, in aggregate, approximately 0.017 per cent. of the existing ordinary share capital of Rotork as at the Latest Practicable Date).

## 5. Irrevocable Undertakings

ABB has received irrevocable undertakings from each of the Rotork Directors who hold Rotork Ordinary Shares to vote (or, where applicable, procure votes) in favour of the Ordinary Share Scheme at the Ordinary Share Court Meeting and the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting (and, if the Acquisition is subsequently implemented by way of a Takeover Offer, to accept any Takeover Offer made by Bidco), in respect of their own beneficial holdings of Rotork Ordinary Shares amounting, in aggregate, to 138,901 Rotork Ordinary Shares, representing approximately 0.017 per cent. of the existing ordinary share capital of Rotork as at the Latest Practicable Date. These irrevocable undertakings will remain binding in the event that a higher competing offer is made for Rotork.

Further details of the irrevocable undertakings (including the circumstances in which they shall fall away) are set out in paragraph 4 of Part VIII (*Additional Information*) of this Document.

Copies of the irrevocable undertakings are available on Rotork's website at www.rotork.com/investors and on ABB's website at www.new.abb.com/rotorkoffer and will remain on display until the end of the Offer Period.

## 6. Intentions of ABB

ABB believes that the Acquisition of Rotork represents an opportunity to strengthen its Automation business area and accelerate its strategy. Rotork is a market-leading business with well-established positions in highly complementary mission-critical flow control and actuation solutions, and the transaction is expected to further strengthen ABB's focus on electrification and automation and expand its offering for large and complex infrastructure and industries. Following completion of the Acquisition, ABB would benefit from an expanded automation offering, enhancing the "sense-control-act" automation loop for safer, more productive, and sustainable operations. In line with ABB's decentralised operating model, Rotork would operate as a separate division within ABB and retain its existing product brand, while leveraging ABB's global scale, market reach, service presence, and digital and technology capabilities as one of its 17 divisions, allowing Rotork to accelerate growth in core and target segments with further opportunity to expand the installed-base service model.

Prior to the publication of the Announcement, and consistent with market practice, ABB was granted access to certain information and members of Rotork's senior management for the purposes of undertaking confirmatory due diligence and assessing potential integration opportunities and synergies. This enabled ABB to develop an initial view of the Enlarged ABB Group and undertake a preliminary assessment of potential value creation opportunities based on such information and its own analysis. However, ABB has not yet had access to sufficiently detailed information to formulate detailed plans or intentions regarding the impact of the Acquisition on the Rotork Group.

Following the Effective Date, ABB intends to continue and further expand on this assessment by undertaking, together with the Rotork team where appropriate, a detailed review of Rotork's business, operations, workforce, footprint and systems in order to develop a comprehensive integration plan for the Enlarged ABB Group and determine how best to support the long-term development of Rotork (the "**Strategic Evaluation**"). ABB intends that the Strategic Evaluation and the development of the integration plan will be completed within approximately 12 months of the Effective Date. The Strategic Evaluation will focus on:

- an assessment of the strategy, operating model, and customer base of each of Rotork's three end market focused divisions;

- consideration of operational improvement opportunities across the global footprint;
- an evaluation of potential efficiencies across SG&A, procurement and operations;
- an assessment of systems and processes to identify critical integration requirements;
- engagement with the key stakeholders, including employees and customers; and
- identifying areas where access to ABB's customer base, global footprint, digital and research and development capabilities could enable Rotork to accelerate growth, innovation and expand lifecycle service opportunities.

***Employees, executives and management***

ABB recognises and highly values the expertise, experience and commitment of Rotork's management and employees and the important role they have played in driving the long-term success of Rotork. Accordingly, ABB considers their continued engagement and participation to be key to the future success of the Enlarged ABB Group.

ABB intends to engage constructively with Rotork's management and employees following completion of the Acquisition and believes that Rotork employees will benefit from increased opportunities operating within a broader global organisation, including access to ABB's technology, digital and research and development capabilities, as well as exposure to a wider range of customers, end markets and career opportunities across ABB's Automation and other business areas.

ABB's decentralised operating model emphasises accountability, transparency and agile decision-making, and execution reflecting the principle that operating decisions are most effective when made close to customers. As Rotork is expected to operate as a separate division within ABB's Automation business area, the model is expected to support continuity while empowering Rotork employees to retain responsibility for strategy, performance and resource allocation, enabling them to build on their existing strengths and expertise while leveraging ABB's scale, expertise, systems and resources to support future growth.

Based on preliminary evaluation work undertaken to date, ABB expects that there may be some limited duplication between the two businesses, particularly within certain corporate, administrative and support functions, including in areas supporting Rotork's status as a publicly listed company.

Whilst ABB has not yet developed detailed plans in this regard, such duplication may give rise to opportunities to improve efficiency within the Enlarged ABB Group. This is likely to result in headcount reductions within these functions which are not expected to be material to Rotork.

Any such plan would be developed following completion of the Acquisition and would be subject to further detailed review, comprehensive planning and appropriate engagement and consultation with affected employees and, where applicable, employee representative bodies, in accordance with applicable legal requirements. Where appropriate, ABB would seek to mitigate the impact of any potential reductions through measures such as natural redeployment and attrition of employees within the Enlarged ABB Group. Any individuals impacted will be treated in a manner consistent with applicable law and the high standards and culture of ABB.

ABB does not intend to make any other headcount reductions that would be material or for any material change in the overall balance of skills and functions of the employees and management of the Rotork Group to arise as a consequence of the Acquisition, nor does it intend to make any material changes to the conditions of employment of Rotork employees. ABB intends to fully safeguard their existing statutory and contractual employment rights in accordance with applicable laws.

ABB does not expect to materially change existing management plans for the ongoing ERP implementation programme, including impact on headcount (if any) of that programme.

Following completion of the Acquisition, ABB will further review employment policies, organisational structures, and remuneration and incentivisation arrangements across the

Enlarged ABB Group, with a view to aligning and harmonising such arrangements over time where appropriate.

ABB has not entered into, nor had any discussions regarding, any incentive arrangements with employees or management of Rotork prior to the date of this Document. Following completion of the Acquisition, ABB may consider appropriate incentive arrangements for certain members of Rotork's management and key employees, taking into account the needs of the ABB Automation business area and prevailing market practice. However, ABB does not have any detailed plans in this regard, and any such discussions will not take place until after the Effective Date.

It is also intended that, upon the Acquisition becoming Effective, each of the non-executive members of the Rotork Board shall resign from their office as a director of Rotork.

***Pensions***

ABB recognises the importance of Rotork's existing pension arrangements. ABB notes that Rotork operates legacy defined benefit pension schemes in the UK and the US, both of which are closed to new members and future accrual, alongside defined contribution pension arrangements for its active employees. ABB also notes that the trustee of the UK defined benefit pension scheme completed two bulk annuity buy-in transactions with Aviva in 2023 and 2024.

ABB does not intend to make any changes to the agreed employer contributions to Rotork's defined benefit pension schemes (including with regard to any current arrangements for the funding of the defined benefit pension schemes) or to the benefits currently provided to members of such schemes following completion of the Acquisition.

Following completion of the Acquisition, ABB may review the position of the defined benefit and defined contribution pension schemes as part of its broader integration planning, including considering whether any aspects of the arrangements may be aligned over time. However, ABB does not have any detailed plans or intentions in this regard.

ABB intends to engage constructively with the trustees of Rotork's pension schemes and other relevant stakeholders in the ordinary course of business. ABB also intends that accrued pension rights will continue to be safeguarded in accordance with applicable law and the relevant scheme rules.

***Headquarters and locations, business, fixed assets and research and development***

Following completion of the Acquisition, ABB intends that Rotork will operate as a separate division within ABB's Automation business area, retaining its existing product brand, and will benefit from ABB's global footprint, customer relationships and research and development capabilities.

ABB does not intend to make any changes to the location of Rotork's head office in Bath and expects that as part of its decentralised operating model, the head office will continue to operate in its current location, which will represent the main administrative location for Rotork as a separate division within ABB following completion of the Acquisition. ABB recognises the importance of Rotork's research and development activities and expects these to benefit from access to ABB's global research and development capabilities. ABB intends to maintain the strength and continuity of these functions, while exploring opportunities for integration and collaboration within the Enlarged ABB Group.

ABB has not carried out in-person site visits at Rotork's manufacturing facilities and has therefore not undertaken a detailed site-level review of the business, including capacity, utilisation and site-specific capabilities, and has not developed definitive plans in respect of individual locations or the fixed assets of the Rotork Group. Based on its preliminary assessment, ABB believes there may be opportunities to optimise the operational footprint over time. However, it does not have such plans or intentions in this regard and, in particular, ABB has no plans to significantly change Rotork's presence in the UK, which is expected to remain an important manufacturing and technology base for Rotork. ABB does not intend to change any existing consolidation possibilities that the Rotork management may evaluate within its existing strategic considerations as a part of ordinary course of business.

Following completion of the Acquisition, ABB intends to undertake a review of the Enlarged ABB Group's operations holistically and may assess whether there are opportunities to optimise the use of facilities, including potential consolidation, to enhance operational efficiency and coordination across sites. No decisions have been taken in this regard. ABB would utilise the unique strengths and attributes of each element of the combined network to serve customers more effectively and efficiently.

***Trading Facilities***

The Rotork Ordinary Shares are currently admitted to the equity shares (commercial companies) category of the Official List and to trading on the Main Market of the London Stock Exchange. It is intended that requests will be made to the FCA to cancel admission of the Rotork Ordinary Shares to the Official List and to the London Stock Exchange to cancel admission to trading in Rotork Ordinary Shares on the Main Market, in each case conditional on the Acquisition becoming Effective.

The Rotork Preference Shares are also admitted on the Official List and to trading on the Main Market of the London Stock Exchange. It is intended that requests will be made to the FCA to cancel admission of the Rotork Preference Shares to the Official List and to the London Stock Exchange to cancel admission to trading in Rotork Preference Shares on the Main Market, in each case conditional on the Acquisition and the Preference Share Acquisition becoming Effective.

Following the Acquisition becoming Effective, and subject to the Preference Share Acquisition becoming Effective and the de-listing of the Rotork Preference Shares, it is intended that Rotork will be re-registered as a private company in accordance with the relevant provisions of the Companies Act.

***Statements***

None of the statements contained in this paragraph 6 are "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

## 7. Preference Share Scheme

In connection with the Acquisition, ABB has made a proposal to Rotork in respect of the Preference Share Acquisition at a price per Rotork Preference Share of 503 pence (equal to the Cash Consideration) pursuant to which ABB (through Bidco) would acquire all of the issued and to be issued Rotork Preference Shares. The Preference Share Acquisition is expected to become effective at or around the Effective Date.

***Background to, and rights attaching to, the Rotork Preference Shares***

There are 40,073 Rotork Preference Shares in issue, representing less than 0.1 per cent. of Rotork's issued share capital. The Rotork Preference Shares have been listed on the London Stock Exchange since June 2002 and entitle the holder to a fixed cumulative preferential dividend on the paid up capital of 9.5 per cent. per annum, payable in equal instalments on 30 June and 31 December in respect of the half-yearly period ending on those respective dates.

Under the Rotork Articles, if Rotork returns capital to Rotork Shareholders, Rotork Preference Shareholders would be entitled to receive (in priority to any return on the Rotork Ordinary Shares) an amount equal to the sum of: (i) the par value per Rotork Preference Share of £1; (ii) an amount equal to any unpaid dividends then outstanding on such Rotork Preference Share; and (iii) a possible cash premium reflecting the prevailing market price of Rotork Preference Shares above their par value. This cash premium would be calculated by subtracting the par value of the Rotork Preference Share from the average daily market price at which Rotork Preference Shares have traded on the London Stock Exchange during the six months prior to a fixed reference date, being the date that is 30 days before the notice of the meeting(s) of Rotork shareholder(s) to approve the capital return is sent to the holders of Rotork Preference Shares. In calculating the market price for each day, any amount preferred dividend accrued or in arrears up to that day will be deducted from the market price quoted on the London Stock Exchange to prevent double-counting.

***Summary of the terms of the Preference Share Acquisition***

Under the terms of the Preference Share Acquisition, which is subject to the Preference Scheme Conditions as described in paragraph 12 of Part II (*Explanatory Statement*) and set out in full in Part C of Part III (*Conditions and Further Terms*) of this Document, Preference Scheme Shareholders shall be entitled to receive:

**for each Preference Scheme Share 503 pence in cash**

The terms of the Preference Share Acquisition represent a significant premium to:

- the prevailing share price of the Rotork Preference Shares, which have traded between 110 pence and 116 pence during the 52-week period ending on the Latest Practicable Date; and
- the maximum price at which Rotork is able to acquire the Rotork Preference Shares under the authority granted by Rotork Shareholders at its 2026 Annual General Meeting, being 160 pence.

For illustrative purposes, if 15 July 2026 (being the last Business Day prior to the start of the Offer Period) was taken to be the relevant date for calculating the amount to which a holder of a Rotork Preference Share would be entitled on a return of capital by Rotork under the Rotork Articles, the amount payable would be 111 pence per Rotork Preference Share.

Rotork will continue to declare and pay dividends on the Rotork Preference Shares in accordance with their existing terms up to the Preference Share Scheme Record Time, and no adjustment will be made to the Preference Cash Consideration in respect of any such dividends.

If, on or after the date of this Document and prior to the Effective Date, any repayment of capital is made in respect of the Rotork Preference Shares, ABB reserves its right to reduce the Preference Cash Consideration payable by up to the amount of such repayment of capital, in which case any reference in this Document to the Preference Cash Consideration payable under the terms of the Preference Share Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, Rotork Preference Shareholders shall be entitled to retain any such repayment of capital made.

The Preference Share Acquisition will enable ABB to acquire the entire issued and to be issued share capital of Rotork and, following the Effective Date, re-register Rotork as a private company, simplifying the capital structure of Rotork and removing a potential administrative burden on the Enlarged ABB Group.

The expected transaction timetable is set out on page 16 of this Document. The Preference Share Scheme is currently expected to become Effective immediately after the Ordinary Share Scheme becomes Effective.

Further information about the Preference Share Acquisition is provided in Part II (*Explanatory Statement*) of this Document. The Preference Share Scheme itself is set out in full in Part V (*The Preference Share Scheme of Arrangement*) of this Document.

***Background to and reasons for the recommendation of the Preference Share Acquisition***

In considering the financial terms of the Preference Share Acquisition with its advisers and determining whether they reflect an appropriate valuation for the Rotork Preference Shares, the Rotork Board assessed several factors, including that:

- the Preference Share Acquisition would give Rotork Preference Shareholders the opportunity to gain access to meaningful liquidity and to crystallise, in cash, the value of their investments at a fair and reasonable value;
- the certainty of the Preference Share Acquisition should be weighed against the inherent uncertainty of the future treatment of Rotork Preference Shareholders if the Acquisition becomes Effective and ABB acquires the entire issued and to be issued ordinary share capital of Rotork;

- the Preference Cash Consideration represents an attractive premium to the most recent trading prices of Rotork Preference Shares, the maximum price payable for Rotork Preference Shares pursuant to the authority granted at its 2026 Annual General Meeting and the illustrative return of capital amount of 111 pence per Rotork Preference Share set out above;
- the Rotork Directors' view is that the Preference Share Acquisition is expected to deliver more risk-adjusted near-term value to Rotork Preference Shareholders than other options available to the Rotork Board; and
- the Rotork Directors, who have been so advised by J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley as to the financial terms of the Preference Share Acquisition, consider the terms of the Preference Share Acquisition to be fair and reasonable. In providing their advice, J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley have taken into account the commercial assessments of the Rotork Directors.

**Following careful consideration of the financial terms of the Preference Share Acquisition and the above factors, the Rotork Directors recommend unanimously that Preference Scheme Shareholders vote in favour of the Preference Share Scheme at the Preference Share Court Meeting.**

## 8. Rotork Share Plans

Further details of the arrangements proposed to be implemented in relation to the Rotork Share Plans in connection with the Acquisition are set out in paragraph 9 of Part II (*Explanatory Statement*) of this Document.

## 9. Action to be taken by Rotork Ordinary Shareholders and Rotork Preference Shareholders

Your attention is drawn to pages 11 to 15 and paragraph 21 of Part II (*Explanatory Statement*) of this Document, which explain the actions you should take in relation to the Ordinary Share Scheme and Preference Share Scheme.

Details relating to the de-listing of the Rotork Ordinary Shares and Rotork Preference Shares, and settlement of the Cash Consideration and the Preference Cash Consideration to which any holder of Ordinary Scheme Shares and Preference Scheme Shares (as applicable) is entitled are included in paragraphs 15 and 17 of Part II (*Explanatory Statement*) of this Document.

## 10. Overseas Shareholders

Overseas Shareholders should refer to paragraph 19 of Part II (*Explanatory Statement*) of this Document, which contains important information relevant to such holders.

## 11. United Kingdom taxation

Your attention is drawn to Part VII (*United Kingdom Taxation*) of this Document. The summary included therein is intended as a general guide only and does not constitute tax advice or purport to be a complete analysis of all potential UK tax consequences of the Ordinary Share Scheme and the Preference Share Scheme. Accordingly, if you are in any doubt as to your own tax position, or if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

## 12. Sanctioned Shareholders

Where any Ordinary Scheme Shares or Preference Scheme Shares are held directly or indirectly by or on behalf of an Ordinary Scheme Shareholder or a Preference Scheme Shareholder who is, or whom Bidco believes to be, at the Ordinary Share Scheme Record Time or the Preference Share Scheme Record Time, a Sanctioned Shareholder:

- no right, title or interest in such Ordinary Scheme Shares or Preference Scheme Shares will transfer to Bidco on the Effective Date where such transfer would cause a person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person; instead, such Ordinary Scheme Shares or Preference Scheme Shares will be transferred to Bidco on the earlier of the date on which: (i) the relevant holder ceases to be a Sanctioned Shareholder; (ii) Bidco no longer reasonably believes the relevant holder is a Sanctioned Shareholder; and (iii) all necessary Sanctions Licences have been made or issued to ensure that no person would violate any Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person, as a consequence of Bidco (or its nominee(s)) acquiring such Ordinary Scheme Shares or Preference Scheme Shares;

- no Cash Consideration, Preference Cash Consideration or other monies payable under the Ordinary Share Scheme or Preference Share Scheme will be paid to such holder unless and until such payment is permitted in accordance with applicable Sanctions;
- any purported vote by or on behalf of any such holder at any of the Meetings will not be treated as valid where Sanctions do not permit such a vote to be treated as valid;
- with effect from the Effective Date, the rights attaching to such Ordinary Scheme Shares or Preference Scheme Shares (including voting rights (if any) and the right to receive distributions) will not be exercisable until the transfer of such Ordinary Scheme Shares or Preference Scheme Shares to Bidco occurs in accordance with the Ordinary Share Scheme or Preference Share Scheme; and
- following such transfer, payment of the Cash Consideration and/or Preference Cash Consideration will be made to the extent permitted in accordance with applicable Sanctions.

Further details of how Sanctioned Shareholders will be treated are set out in Part IV (*The Ordinary Share Scheme of Arrangement*) and Part V (*The Preference Share Scheme of Arrangement*) of this Document.

## 13. Recommendation

The Rotork Directors, who have been so advised by J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley as to the financial terms of the Acquisition and the Preference Share Acquisition, consider the terms of the Acquisition and the Preference Share Acquisition to be fair and reasonable. In providing its advice to the Rotork Directors, J.P. Morgan Cazenove, Rothschild & Co, Jefferies and Morgan Stanley have taken into account the commercial assessments of the Rotork Directors. Rothschild & Co is providing independent financial advice to the Rotork Directors in respect of the Acquisition for the purposes of Rule 3 of the Takeover Code.

***In respect of Rotork Ordinary Shares***

The Rotork Directors consider that the terms of the Acquisition are in the best interests of Rotork Ordinary Shareholders as a whole. Accordingly, the Rotork Directors recommend unanimously that Ordinary Scheme Shareholders vote in favour of the Ordinary Share Scheme at the Ordinary Share Court Meeting and that the Rotork Ordinary Shareholders vote in favour of the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting, as the Rotork Directors who hold Rotork Ordinary Shares have irrevocably undertaken to do in respect of their own Rotork Ordinary Shares (representing, in aggregate, approximately 0.017 per cent. of the issued ordinary share capital of Rotork as at the Latest Practicable Date).

***In respect of Rotork Preference Shares***

The Rotork Directors consider that the terms of the Preference Share Acquisition are in the best interests of Rotork Preference Shareholders as a whole. Accordingly, the Rotork Directors recommend unanimously that Preference Scheme Shareholders vote in favour of the Preference Share Scheme at the Preference Share Court Meeting.

Yours faithfully,

**Dorothy Thompson, CBE**
Chair
Rotork plc

# Part II

## EXPLANATORY STATEMENT

*(in compliance with section 897 of the Companies Act 2006)*

6 August 2026

*To the holders of Rotork Shares and, for information only, to persons with information rights and holders of awards and options under the Rotork Share Plans*

Dear Rotork Shareholder,

**RECOMMENDED CASH ACQUISITION OF ROTORK BY ABB (THROUGH ITS INDIRECT, WHOLLY-OWNED SUBSIDIARY, BIDCO)**

**AND**

**PROPOSAL FOR THE ACQUISITION OF THE ROTORK PREFERENCE SHARES BY ABB (THROUGH ITS INDIRECT, WHOLLY-OWNED SUBSIDIARY, BIDCO)**

### 1. Introduction

On 16 July 2026, the boards of directors of Rotork and ABB announced that they had reached agreement on the terms of a recommended cash acquisition pursuant to which ABB Automation Holding UK Limited ("**Bidco**"), an indirect wholly-owned subsidiary of ABB, will acquire the entire issued and to be issued ordinary share capital of Rotork (the "**Acquisition**"). It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "**Ordinary Share Scheme**").

In connection with the Acquisition, Rotork and ABB (through Bidco) announced a proposal to the holders of Rotork Preference Shares pursuant to which Bidco will acquire the entire issued and to be issued preference share capital of Rotork (the "**Preference Share Acquisition**"). It is intended that the Preference Share Acquisition will also be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "**Preference Share Scheme**").

Your attention is drawn to the letter set out in Part I (*Letter from the Chair of Rotork*) of this Document, which forms part of this Explanatory Statement and contains, among other things:

(A) ABB's background to and reasons for the Acquisition;

(B) ABB's intentions and strategic plans in respect of Rotork, including its intentions with regards to the business, management, employees, research and development and operating locations of Rotork;

(C) in light of the above, the Rotork Directors' reasons for their recommendation of the Acquisition; and

(D) details of the Preference Share Acquisition and the Rotork Directors' reasons for their recommendation of the Preference Share Acquisition.

We have been authorised by the Rotork Directors to write to you to explain the terms of the Acquisition and Preference Share Acquisition and to provide you with other relevant information. Rothschild & Co is providing independent financial advice to the Rotork Directors in respect of the Acquisition for the purposes of Rule 3 of the Takeover Code.

This Part II (*Explanatory Statement*) contains a summary of the provisions of the Ordinary Share Scheme and the Preference Share Scheme, while the terms of the Ordinary Share Scheme and the Preference Share Scheme are set out in full in Part IV (*The Ordinary Share Scheme of Arrangement*) and Part V (*The Preference Share Scheme of Arrangement*) of this Document.

Statements made or referred to in this letter regarding ABB's reasons for the Acquisition, information concerning the business of ABB, the financial effects of the Acquisition on ABB, Bidco and/or the intentions or expectations of or concerning ABB and/or Bidco, reflect the views of the ABB Directors and Bidco Directors. Further information in relation to such persons and their responsibility for information in this Document is set out in paragraphs 1.2, 2.2 and 2.3 of Part VIII (*Additional Information*) of this Document.

Statements made or referred to in this letter regarding the background to and reasons for the recommendation of the Rotork Directors, information concerning the business of the Rotork Group and/or intentions or expectations of or concerning the Rotork Group prior to completion of the Acquisition, reflect the views of the Rotork Directors. Further information in relation to such matters is set out in paragraphs 1.1 and 2.1 of Part VIII (*Additional Information*) of this Document.

## 2. Summary of the terms of the Acquisition and the Ordinary Share Scheme

Under the terms of the Acquisition, which is subject to the Conditions set out in Part III (*Conditions and Further Terms*) of this Document, each Ordinary Scheme Shareholder will be entitled to receive:

**for each Ordinary Scheme Share** **506 pence in cash**

comprising:

- 503 pence in cash (the "**Cash Consideration**"); and
- the Rotork Permitted Dividend of up to 3 pence, which Ordinary Scheme Shareholders will be entitled to receive and retain, if paid by the Rotork Board, without any reduction to the Cash Consideration.

The Cash Consideration represents a premium of approximately:

- 73.0 per cent. to the Closing Price of 290.8 pence per Rotork Ordinary Share on 15 July 2026 (being the last Business Day prior to the start of the Offer Period);
- 62.7 per cent. to the volume-weighted average price of 309.2 pence per Rotork Ordinary Share for the three month period ended 15 July 2026; and
- 54.6 per cent. to the volume-weighted average price of 325.3 pence per Rotork Ordinary Share for the six month period ended 15 July 2026.

The Cash Consideration values the entire issued and to be issued ordinary share capital of Rotork at approximately £4.136 billion on a fully diluted basis and implies an enterprise value of approximately £4.084 billion (the "**Implied Enterprise Value**"):

- the Implied Enterprise Value represents a multiple of 5.3x Rotork's sales and 19.5x Rotork's adjusted EBITDA for the financial year ended 31 December 2025;
- Rotork's Implied Enterprise Value to sales and Implied Enterprise Value to adjusted EBITDA multiples are approximately 5 per cent. and 25 per cent. lower than ABB's own enterprise value to sales and adjusted EBITDA multiples (respectively) for the financial year ended 31 December 2025; and
- ABB expects Rotork's adjusted EBITDA multiple would reduce towards the mid-teens level when accounting for anticipated synergies.

If, on or after the date of the Announcement and prior to the Effective Date, any dividend, distribution or other return of capital is declared, made or paid or becomes payable by Rotork in respect of the Rotork Ordinary Shares, other than, or in excess of, the Rotork Permitted Dividend, ABB reserves the right to reduce the Cash Consideration by an amount up to the amount of such dividend, distribution or other return of capital (valued on a per Rotork Ordinary Share basis) which exceeds the Rotork Permitted Dividend, in which case references to the Cash Consideration shall be deemed to be a reference to the Cash Consideration as so reduced. In such circumstances, Rotork Ordinary Shareholders shall be entitled to retain any such dividend, distribution or other return of capital declared, made or paid.

The Acquisition is subject to the satisfaction or waiver of the Conditions set out in Part A of Part III (*Conditions and Further Terms*) of this Document, including the sanction of the Ordinary Share Scheme by the Court (although ABB reserves the right to implement the Acquisition by way of a Takeover Offer, subject to Panel consent and the terms of the Co-operation Agreement).

The expected transaction timetable is set out on page 16 of this Document. The Ordinary Share Scheme is currently expected to become Effective in the first half of 2027.

**3. Summary of the terms of the Preference Share Acquisition and Preference Share Scheme**

Under the terms of the Preference Share Acquisition, which is subject to the Preference Scheme Conditions as described in paragraph 12 of Part II (*Explanatory Statement*) and set out in full in Part C of Part III (*Conditions and Further Terms*) of this Document, Preference Scheme Shareholders shall be entitled to receive:

**for each Preference Scheme Share    503 pence in cash**

The terms of the Preference Share Acquisition represent a significant premium to:

- the prevailing share price of the Rotork Preference Shares, which have traded between 110 pence and 116 pence during the 52-week period ending on the Latest Practicable Date; and
- the maximum price at which Rotork is able to acquire the Rotork Preference Shares under the authority granted by Rotork Shareholders at its 2026 Annual General Meeting, being 160 pence.

For illustrative purposes, if 15 July 2026 (being the last Business Day prior to the start of the Offer Period) was taken to be the relevant date for calculating the amount to which a holder of a Rotork Preference Share would be entitled on a return of capital by Rotork under the Rotork Articles, the amount payable would be 111 pence per Rotork Preference Share.

Rotork will continue to declare and pay dividends on the Rotork Preference Shares in accordance with their existing terms up to the Preference Share Scheme Record Time, and no adjustment will be made to the Preference Cash Consideration in respect of any such dividends.

If, on or after the date of this Document and prior to the Effective Date, any repayment of capital is made in respect of the Rotork Preference Shares, ABB reserves its right to reduce the Preference Cash Consideration payable by up to the amount of such repayment of capital, in which case any reference in this Document to the Preference Cash Consideration payable under the terms of the Preference Share Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, Rotork Preference Shareholders shall be entitled to retain any such repayment of capital made.

The Preference Share Acquisition will enable ABB to acquire the entire issued and to be issued share capital of Rotork and, following the Effective Date, re-register Rotork as a private company, simplifying the capital structure of Rotork and removing a potential administrative burden on the Enlarged ABB Group.

The expected transaction timetable is set out on page 16 of this Document. The Preference Share Scheme is currently expected to become Effective immediately after the Ordinary Share Scheme becomes Effective.

**4. Background to and reasons for the recommendations**

Information relating to the background to and reasons for the Rotork Directors' recommendation of the Acquisition and the Preference Share Acquisition is set out in paragraphs 3 and 7 of Part I (*Letter from the Chair of Rotork*) of this Document respectively.

**5. Information relating to Rotork**

Rotork is a market-leading global provider of mission-critical intelligent flow control solutions across oil and gas, water and power, and chemical, process and industrial end markets. Rotork designs, manufactures, and services electric, pneumatic, and hydraulic actuators, together with related digital and asset management solutions, upon which customers rely to manage the flow of liquids, gases, and powders safely, reliably and efficiently. Rotork is guided by its purpose to keep the world flowing for future generations while improving efficiency, reducing emissions and assuring safety for its customers.

Founded in 1957 and headquartered in Bath, United Kingdom, Rotork has been listed on the London Stock Exchange since 1968. Rotork employs approximately 3,500 people serving customers in 140 countries through a global network of manufacturing sites, sales offices and service centres.

Rotork is a trusted strategic supplier and partner to customers across its three end markets: Oil & Gas, Chemical, Process & Industrial and Water & Power, operating a lean assembly and test manufacturing model supported by agile, in-region supply chains.

The Oil & Gas division (45 per cent. of FY2025 revenue) supports operations across the entire value chain, from upstream to midstream and downstream. The Chemical, Process & Industrial division (29 per cent. of FY2025 revenue) supplies niche, critical applications across a broad range of chemical, process and industrial end markets. The Water & Power division (26 per cent. of FY2025 revenue) serves water, wastewater and treatment markets, as well as power markets from geothermal through to gas-powered applications. Each end market is supported by Rotork Service, the Group's aftermarket and lifetime services business (24 per cent. of FY2025 revenue).

## 6. Information relating to ABB and Bidco

***ABB***

ABB is a global technology leader in electrification and automation that provides products, systems, services, and software across the power, industry, transport, and buildings segments. By connecting its engineering and digitalisation expertise, ABB helps its customers run at high performance, while becoming more efficient, productive and sustainable. The company operates through three business areas – Electrification, Motion, and Automation – and serves customers in more than 100 countries.

ABB's purpose is to enable a more sustainable and resource-efficient future through its technology leadership in electrification and automation. This purpose is at the core of the company's decentralised operating model, the ABB Way, which guides how the company operates and serves its customers. ABB has approximately 110,000 employees and generated revenues of approximately $33 billion and operational EBITA of $6.3 billion in 2025, representing an operational EBITA margin of approximately 19 per cent. The UK is an important market for ABB, where it employs over 1,700 people. In 2025, ABB's Automation business area generated revenues of approximately $8.1 billion, operational EBITA of $1.1 billion, and delivered an operational EBITA margin of approximately 14 per cent.

The shares of ABB are traded on the SIX Swiss Exchange and Nasdaq Stockholm (CH0012221716).

***Bidco***

Bidco is a private limited company incorporated under the laws of England and Wales for the purposes of the Acquisition. Bidco is indirectly wholly-owned by ABB.

## 7. Intentions of ABB

The statement of ABB's intentions in relation to the management, employees and locations of Rotork and other related matters, including, pensions, governance and research and development, is set out in paragraph 6 of Part I (*Letter from the Chair of Rotork*) of this Document.

## 8. Financing of the Acquisition and the Preference Share Acquisition

The Cash Consideration and the Preference Cash Consideration will be settled by Bidco, an indirectly wholly-owned subsidiary of ABB, through cash resources. These resources may include a redeployment of the expected net cash proceeds to be received by the ABB Group following completion of the Robotics Disposal.

On 16 July 2026, ABB and Barclays (as mandated lead arranger, bookrunner and underwriter) entered into a commitment letter in respect of a certain funds loan agreement, the proceeds of which will be made available by ABB to Bidco.

Barclays, in its capacity as financial adviser to ABB and Bidco, is satisfied that resources available to ABB and Bidco are sufficient to satisfy in full the Cash Consideration payable to Rotork Ordinary Shareholders under the terms of the Acquisition.

Further details on the financing of the Acquisition and the Preference Share Acquisition are set out in paragraph 10 of Part VIII (*Additional Information*) of this Document.

## 9. Rotork Share Plans

Participants in the Rotork Share Plans will be contacted separately regarding the effect of the Acquisition on their options and awards under the Rotork Share Plans and the arrangements applicable to them and, where required, Rule 15 Proposals will be made to such participants.

A summary of the effect of the Acquisition on outstanding options and awards under the Rotork Share Plans is set out below. In the event of any conflict between the summary set out below and the rules of the relevant Rotork Share Plan and/or the communications to participants in the Rotork Share Plans regarding the effect of the Ordinary Share Scheme on their rights under the Rotork Share Plans and the details of the arrangements applicable to them (the "**Share Plan Notices**"), the rules of the relevant Rotork Share Plan or the terms of the relevant Share Plan Notices (as the case may be) will prevail.

The Ordinary Share Scheme will apply to any Rotork Ordinary Shares which are unconditionally allotted, issued or transferred to satisfy the vesting of awards or exercise of options under the Rotork Share Plans before the Ordinary Share Scheme Record Time.

The Ordinary Share Scheme will not extend to any Rotork Ordinary Shares issued after the Ordinary Share Scheme Record Time; for example, to satisfy the exercise of options over Rotork Ordinary Shares by participants under the Rotork Share Plans after the Ordinary Share Scheme Record Time. However, as part of the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting, it is proposed that the Rotork Articles be amended to provide that if the Ordinary Share Scheme becomes Effective, any Rotork Ordinary Shares issued after the Ordinary Share Scheme Record Time (other than to Bidco, and/or its nominees) will be automatically transferred to Bidco on the same terms as the Acquisition (other than terms as to timings and formalities) in exchange for the same Cash Consideration as is due under the Ordinary Share Scheme. Further information in respect of the proposed amendments to the Rotork Articles is set out in Part XI (*Notice of Ordinary Share General Meeting*) of this Document.

The Preference Share Scheme will not affect rights under the Rotork Share Plans.

As at the Latest Practicable Date, there were 2,804,443 Rotork Ordinary Shares in aggregate in Rotork's employee benefit trust and in Rotork's GESP trust (the "**Trusts**") available to satisfy outstanding awards and options under the Rotork Share Plans. Rotork and Bidco expect that, in priority to Rotork issuing Rotork Ordinary Shares to satisfy awards and options or settling awards or options in any other manner, Rotork will recommend that the trustees of each of the Trusts satisfy any awards or options vesting or being exercised on or after the Court Sanction Date using any unallocated Rotork Ordinary Shares.

### *LTIP*

Outstanding awards and options granted under the LTIP that have not already vested in the ordinary course before the Court Sanction Date will (as a consequence of the Acquisition and in accordance with the rules of the LTIP) vest and/or become exercisable on the Court Sanction

Date, with a performance vesting level to be determined by the Rotork Remuneration Committee in its absolute discretion by applying any performance condition and any other condition imposed on the vesting of such outstanding award or option and: (i) if the award or option was granted in 2025 or 2024, with no application of time pro-rating; and (ii) if the award or option was granted in 2026, subject to the application of time pro-rating. Options will be exercisable for one month after the Court Sanction Date.

ABB will grant, as soon as reasonably practicable after the Effective Date, replacement awards over ABB Shares in the form of a one-time special replacement grant of restricted share units (the "**Replacement 2026 Awards**") to holders of awards and options granted in 2026 under the LTIP who remain in employment on the Effective Date and who have not before the Effective Date served notice to terminate their employment. The Replacement 2026 Awards will be calculated to reflect the value of the Rotork Ordinary Shares under LTIP awards and options granted in 2026 which lapse on the Court Sanction Date as a result of the application of time pro-rating (including any dividend equivalents thereon) after the Rotork Remuneration Committee's assessment as to what performance vesting level has been achieved. The Replacement 2026 Awards will ordinarily vest in two equal tranches on the first and second anniversaries of the Effective Date, with no post-vesting holding period applying. The Replacement 2026 Awards will not be subject to further performance conditions.

Dividend equivalents in respect of awards under the LTIP which vest on or before the Court Sanction Date may be settled by Rotork in Rotork Ordinary Shares or cash, to be determined by the Rotork Remuneration Committee.

***DABP and GESP***

Outstanding awards under the DABP and the GESP that have not already vested in the ordinary course before the Court Sanction Date will (as a consequence of the Acquisition and in accordance with the rules of the DABP and the GESP as applicable) vest in full on the Court Sanction Date.

Dividend equivalents in respect of awards under the DABP and GESP which vest on or before the Court Sanction Date may be settled by Rotork in Rotork Ordinary Shares or cash, to be determined by the Rotork Remuneration Committee.

***Sharesave***

Outstanding options granted under the Sharesave that have not already become exercisable in the ordinary course before the Court Sanction Date will (as a consequence of the Acquisition and in accordance with the rules of the Sharesave) become exercisable on the Court Sanction Date to the extent of the participant's savings at the time of exercise.

Options granted under the Sharesave that have already become exercisable before, or which become exercisable on, the Court Sanction Date will be exercisable until: (i) the date that is six months after the Court Sanction Date; or (ii) any earlier lapse date under the Sharesave rules.

On the first reasonably practicable payroll date after the Effective Date, ABB will make, or procure the making of, a one-off cash compensation payment via payroll to each participant who exercises options under the Sharesave conditional on the Court sanctioning the Ordinary Share Scheme on the Court Sanction Date equal after tax to the additional profits the participant would have made had they been able to exercise their outstanding options over the full number of Rotork Ordinary Shares they would have received had they continued saving under their savings contract, exercised their options following the maturity of their savings contract, and sold the resulting Rotork Ordinary Shares on the terms of the Ordinary Share Scheme.

***SIP***

Rotork Ordinary Shares held in the SIP trust on behalf of SIP participants will participate in the Ordinary Share Scheme on the same terms as for other Rotork Ordinary Shareholders.

## 10. Rotork Directors and the effect of the Ordinary Share Scheme and the Preference Share Scheme on their interests

***General***

Details of the interests of the Rotork Directors in the share capital of Rotork, and options and awards in respect of such share capital, are set out in paragraph 3 of Part VIII (*Additional Information*) of this Document.

Particulars of the service contracts (including termination provisions) of the Rotork Executive Directors and letters of appointment of the Rotork Non-Executive Directors are set out in paragraph 5 of Part VIII (*Additional Information*) of this Document.

It is intended that, with effect from the Effective Date, each of the Rotork Non-Executive Directors will resign from their office as a director of Rotork.

***Ordinary Share Scheme***

Ordinary Scheme Shares held by the Rotork Directors will be subject to the Ordinary Share Scheme. Details of the irrevocable undertakings given to ABB by the Rotork Directors who hold Rotork Ordinary Shares, including the circumstances in which they cease to be binding, are set out in paragraph 4 of Part VIII (*Additional Information*) of this Document. Save as set out above, the effect of the Ordinary Share Scheme on the interests of the Rotork Directors does not differ from its effect on the interests of any other Ordinary Scheme Shareholder.

***Preference Share Scheme***

None of the Rotork Directors have any interest in Rotork Preference Shares and there are no Preference Scheme Shares held by the Rotork Directors that will be subject to the Preference Share Scheme. Accordingly, the Preference Share Scheme will not affect the interests of any of the Rotork Directors.

## 11. Description of the Ordinary Share Scheme, the Preference Share Scheme and the Meetings

### 11.1 Ordinary Share Scheme

The Acquisition is proposed to be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act between Rotork and the Ordinary Scheme Shareholders who are on the Register of Rotork at the Ordinary Share Scheme Record Time (although ABB reserves the right to effect the Acquisition by way of a Takeover Offer, subject to the consent of the Panel and the terms of the Co-operation Agreement). The procedure requires approval by the requisite majorities of Ordinary Scheme Shareholders at the Ordinary Share Court Meeting and of Rotork Ordinary Shareholders at the Ordinary Share General Meeting, and sanction of the Ordinary Share Scheme by the Court. The Ordinary Share Scheme is set out in full in Part IV (*The Ordinary Share Scheme of Arrangement*) of this Document.

The purpose of the Ordinary Share Scheme is to provide for Bidco to become the holder of the entire issued and to be issued ordinary share capital of Rotork. This is to be achieved by transferring the Ordinary Scheme Shares held by the Ordinary Scheme Shareholders to Bidco and/or its nominee(s), in consideration for which Bidco will pay the Cash Consideration on the basis set out in paragraph 2 of this Part II (*Explanatory Statement*).

### 11.2 Ordinary Share Meetings

Before the Court's sanction can be sought, the Ordinary Share Scheme will require the approval of the Ordinary Scheme Shareholders at the Ordinary Share Court Meeting and Rotork Ordinary Shareholders at the separate Ordinary Share General Meeting, which will be held on 3 September 2026 at 10.15 a.m. and 10.30 a.m. (or as soon thereafter as the Ordinary Share Court Meeting concludes or is adjourned) respectively. The Ordinary Share Court Meeting is being held with the permission of the Court to seek the approval of Ordinary Scheme Shareholders for the Ordinary Share Scheme. The Ordinary Share General Meeting is being convened to seek the approval of Rotork Ordinary Shareholders to enable the Rotork Directors to implement the Ordinary Share Scheme and to amend the Rotork Articles, as described below.

Notices of both the Ordinary Share Court Meeting and Ordinary Share General Meeting are set out in Part X (*Notice of Ordinary Share Court Meeting*) and Part XI (*Notice of Ordinary Share General Meeting*), respectively, of this Document. Entitlement to attend and vote at these Meetings and the number of votes which may be cast thereat will be determined by reference to the Register of Rotork at the Ordinary Share Voting Record Time or, if any such Meeting is adjourned or postponed, on the Register at 6.30 p.m. on the date which is two days (excluding non-Business Days) before the date set for such adjourned or postponed meeting.

If the Ordinary Share Scheme becomes Effective, it will be binding on all Ordinary Scheme Shareholders holding Ordinary Scheme Shares at the Ordinary Share Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Ordinary Share Scheme at the Ordinary Share Court Meeting or in favour of, or against, or abstained from voting on the Ordinary Share Resolution at the Ordinary Share General Meeting.

***Ordinary Share Court Meeting***

The Ordinary Share Court Meeting has been convened for 10.15 a.m. on 3 September 2026 for Ordinary Scheme Shareholders on the register of members of Rotork at the Ordinary Share Voting Record Time to consider and, if thought fit, approve the Ordinary Share Scheme.

At the Ordinary Share Court Meeting, voting will be by poll and each Ordinary Scheme Shareholder present in person or by proxy will be entitled to one vote for each Ordinary Scheme Share held as at the Ordinary Share Voting Record Time. The approval required at the Ordinary Share Court Meeting is a majority in number of the Ordinary Scheme Shareholders who are present and vote, whether in person or by proxy, at the Ordinary Share Court Meeting and who represent 75 per cent. or more in value of the Ordinary Scheme Shares voted by those Ordinary Scheme Shareholders.

**It is important that, for the Ordinary Share Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of opinion of the Ordinary Scheme Shareholders. Whether or not you intend to attend and/or vote at the Meetings, you are therefore strongly advised to sign and return your Forms of Proxy for both the Ordinary Share Court Meeting and the Ordinary Share General Meeting (or deliver your voting instructions by one of the other methods set out in the paragraph titled "Voting at the Meetings" on page 11 of this Document) as soon as possible. Doing so will not prevent you from attending, voting and speaking at the Meetings or any adjournment or postponement thereof, if you so wish and are so entitled.**

***Ordinary Share General Meeting***

The Ordinary Share General Meeting has been convened for 10.30 a.m. on 3 September 2026, or as soon after that time as the Ordinary Share Court Meeting concludes or is adjourned, for Ordinary Scheme Shareholders to consider, and if thought fit, pass the following Ordinary Share Resolution necessary to implement the Ordinary Share Scheme and certain related matters:

(A) to authorise the Rotork Directors to take all necessary action to carry the Ordinary Share Scheme into effect; and

(B) to amend the Rotork Articles as described in paragraph 11.6 below.

At the Ordinary Share General Meeting, voting on the Ordinary Share Resolution will be by poll and each Rotork Ordinary Shareholder present in person or by proxy will be entitled to one vote for each Rotork Ordinary Share held as at the Ordinary Share Voting Record Time. The approval required for the Ordinary Share Resolution to be passed is at least 75 per cent. of the votes cast on the Ordinary Share Resolution (in person or by proxy).

***Forms of Proxy***

BLUE Forms of Proxy for use at the Ordinary Share Court Meeting and YELLOW Forms of Proxy for use at the Ordinary Share General Meeting should be returned, by post to Rotork's Registrar, Equiniti at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA as soon as possible and, in any event, so as to be received no later than 10.15 a.m. and 10.30 a.m., respectively on 1 September 2026 (or, in the case of an adjourned or postponed Meeting, so as to be received not less than 48 hours prior to the time and date set for the adjourned or postponed Meeting (excluding any such 48 hour period falling on a non-Business Day)).

If the BLUE Form of Proxy for use at the Ordinary Share Court Meeting is not received by 10.15 a.m. on 1 September 2026, it may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof). However, in the case of the Ordinary Share General Meeting, the YELLOW Form of Proxy must be received by Equiniti by the time mentioned above, or it will be invalid.

The completion and return of a Form of Proxy will not prevent you from attending and voting in person at either the Ordinary Share Court Meeting or the Ordinary Share General Meeting, or any adjournment or postponement thereof, if you so wish and are so entitled.

***General***

Information about the procedures for appointing proxies and giving voting instructions is set out in paragraph 21 of this Part II (*Explanatory Statement*) and on pages 11 to 15 of this Document.

Notices of the Ordinary Share Court Meeting and Ordinary Share General Meeting are set out in Part X (*Notice of Ordinary Share Court Meeting*) and Part XI (*Notice of Ordinary Share General Meeting*) of this Document, respectively.

**11.3 Preference Share Scheme**

The Preference Share Acquisition is proposed to be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act between Rotork and the Preference Scheme Shareholders who are on the Register of Rotork at the Preference Share Scheme Record Time. The procedure requires approval by the requisite majorities of Preference Scheme Shareholders at the Preference Share Court Meeting, and sanction of the Preference Share Scheme by the Court. The Preference Share Scheme is set out in full in Part V (*The Preference Share Scheme of Arrangement*) of this Document.

The purpose of the Preference Share Scheme is to provide for Bidco to become the holder of the entire issued and to be issued preference share capital of Rotork. This is to be achieved by transferring the Preference Scheme Shares held by the Preference Scheme Shareholders to Bidco and/or its nominee(s), in consideration for which Bidco will pay the Preference Cash Consideration on the basis set out in paragraph 3 of this Part II (*Explanatory Statement*).

**11.4 Preference Share Court Meeting**

Before the Court's approval can be sought, the Preference Share Scheme will require the approval of Preference Scheme Shareholders at the Preference Share Court Meeting. The Preference Share Court Meeting is being held with the permission of the Court to seek the approval of Preference Scheme Shareholders for the Preference Share Scheme.

The Preference Share Court Meeting has been convened for 10.45 a.m. on 3 September 2026 (or as soon thereafter as the Ordinary Share General Meeting concludes or is adjourned) for Preference Scheme Shareholders on the register of members of Rotork at the Preference Share Voting Record Time to consider and, if thought fit, approve the Preference Share Scheme.

Notice of the Preference Share Court Meeting is set out in Part XII (*Notice of Preference Share Court Meeting*) of this Document. Entitlement to attend and vote at the Preference Share Court Meeting and the number of votes which may be cast thereat will be determined by reference to the Register of Rotork at the Preference Share Voting Record Time or, if the Preference Share Court Meeting is adjourned or postponed, on the Register of Rotork at 6.30 p.m. on the date which is two days (excluding non-Business Days) before the date set for such adjourned or postponed Preference Share Court Meeting.

If the Preference Share Scheme becomes Effective, it will be binding on all Preference Scheme Shareholders holding Preference Scheme Shares at the Preference Share Scheme Record

Time, irrespective of whether or not they attended or voted in favour of, or against, the Preference Share Scheme at the Preference Share Court Meeting.

At the Preference Share Court Meeting, voting will be by poll and each Preference Scheme Shareholder present in person or by proxy will be entitled to one vote for each Preference Scheme Share held as at the Preference Share Voting Record Time. The approval required at the Preference Share Court Meeting is a majority in number of the Preference Scheme Shareholders who are present and vote, whether in person or by proxy, at the Preference Share Court Meeting and who represent 75 per cent. or more in value of the Preference Scheme Shares voted by those Preference Scheme Shareholders.

**It is important that, for the Preference Share Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of opinion of the Preference Scheme Shareholders. Whether or not you intend to attend and/or vote at the Preference Share Court Meeting, you are therefore strongly advised to sign and return your Form of Proxy for the Preference Share Court Meeting (or deliver your voting instructions by one of the other methods set out in the paragraph titled "Voting at the Meetings" on page 11 of this Document) as soon as possible. Doing so will not prevent you from attending, voting and speaking at the Preference Share Court Meeting or any adjournment or postponement thereof, if you so wish and are so entitled.**

***Forms of Proxy***

GREEN Forms of Proxy for use at the Preference Share Court Meeting should be returned, by post to Rotork's Registrar, Equiniti at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA as soon as possible and, in any event, so as to be received no later than 10.45 a.m. on 1 September 2026 (or, in the case of an adjourned or postponed Preference Share Court Meeting, so as to be received not less than 48 hours prior to the time and date set for the adjourned or postponed Preference Share Court Meeting (excluding any such 48 hour period falling on a non-Business Day)).

If the GREEN Form of Proxy for use at the Preference Share Court Meeting is not received by 10.45 a.m. on 1 September 2026, it may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

The completion and return of a Form of Proxy will not prevent you from attending and voting in person at the Preference Share Court Meeting, or any adjournment or postponement thereof, if you so wish and are so entitled.

***General***

Information about the procedures for appointing proxies and giving voting instructions is set out in paragraph 21 of this Part II (*Explanatory Statement*) and on pages 11 to 15 of this Document.

Notice of the Preference Share Court Meeting is set out in Part XII (*Notice of Preference Share Court Meeting*) of this Document.

**11.5 Sanction Hearing**

Under the Companies Act, the Ordinary Share Scheme and the Preference Share Scheme each requires the sanction of the Court. The hearing by the Court to sanction the Ordinary Share Scheme and the Preference Share Scheme is currently expected to be held in the first half of 2027, subject to the prior satisfaction or waiver of the other Conditions or Preference Scheme Conditions (as applicable) set out in Part A and Part C of Part III (*Conditions and Further Terms*) of this Document, respectively.

The Sanction Hearing is expected to be held at The Royal Courts of Justice, The Rolls Building, Fetter Lane, London, EC4A 1NL. Rotork will give notice of the time and date of the Sanction Hearing, once known, by issuing an announcement through a Regulatory Information Service.

Ordinary Scheme Shareholders and Preference Scheme Shareholders are entitled to attend the Sanction Hearing, should they wish to do so, in person or represented by counsel.

***Ordinary Share Scheme***

Following sanction of the Ordinary Share Scheme by the Court, the Ordinary Share Scheme will become Effective in accordance with its terms upon a copy of the Ordinary Share Court Order being delivered to the Registrar of Companies. This is presently expected to occur during the first half of 2027, subject to the satisfaction or waiver of the Conditions.

Upon the Ordinary Share Scheme becoming Effective, it will be binding on all Ordinary Scheme Shareholders, irrespective of whether or not they attended or voted in favour of, or against, the Ordinary Share Scheme at the Ordinary Share Court Meeting or in favour of, or against, or abstained from voting on the Ordinary Share Resolution at the Ordinary Share General Meeting.

If the Ordinary Share Scheme does not become Effective by 11:59 p.m. on the Long Stop Date, or such later date, as: (i) may be agreed between ABB and Rotork, or, in a competitive situation, as ABB may specify with the Panel's consent; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required), the Ordinary Share Scheme will never become Effective.

***Preference Share Scheme***

Following sanction of the Preference Share Scheme by the Court, the Preference Share Scheme will become Effective in accordance with its terms upon a copy of the Preference Share Court Order being delivered to the Registrar of Companies (provided that the Ordinary Share Scheme has become Effective by such time). This is expected to occur during the first half of 2027, immediately after the Ordinary Share Scheme becomes Effective.

Upon the Preference Share Scheme becoming Effective, it will be binding on all Preference Scheme Shareholders, irrespective of whether or not they attended or voted in favour of, or against, the Preference Share Scheme at the Preference Share Court Meeting.

As the Preference Share Scheme is conditional upon the Ordinary Share Scheme becoming Effective, if the Ordinary Share Scheme does not become Effective by 11:59 p.m. on the Long Stop Date, or such later date, as: (i) may be agreed between ABB and Rotork, or, in a competitive situation, as ABB may specify with the Panel's consent; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required), the Preference Share Scheme will never become Effective (unless otherwise agreed by Rotork and ABB).

### 11.6 Amendments to Rotork Articles in connection with the Ordinary Share Scheme

The Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting contains provisions to amend the Rotork Articles to ensure that any Rotork Ordinary Shares issued or transferred out of treasury: (i) between the Ordinary Share Voting Record Time and the Ordinary Share Scheme Record Time will be subject to the Ordinary Share Scheme; and (ii) after the Ordinary Share Scheme Record Time will be automatically acquired by Bidco on the same terms as under the Ordinary Share Scheme.

Paragraph (B) of the Ordinary Share Resolution seeks the approval of Rotork Ordinary Shareholders for this amendment.

### 11.7 Entitlement to vote at the Meetings

***Rotork Ordinary Shareholders***

Each Ordinary Scheme Shareholder and Rotork Ordinary Shareholder who is entered in Rotork's Register at the Ordinary Share Voting Record Time (expected to be 6.30 p.m. on 1 September 2026) will be entitled to attend and vote on all resolutions to be put to the Ordinary Share Court Meeting and the Ordinary Share General Meeting, respectively. If either Ordinary Share Meeting is adjourned or postponed, only those Ordinary Scheme Shareholders and Rotork Ordinary Shareholders (as applicable) on the Register at 6.30 p.m. on the day which is two days (excluding non-Business Days) before the adjourned or postponed Ordinary Share Meeting will be entitled to attend and vote. Each eligible Ordinary Scheme Shareholder and Rotork Ordinary Shareholder is entitled to appoint a proxy or proxies to attend the Ordinary Share Court Meeting and the Ordinary Share General Meeting (as applicable) and, on a poll, to vote instead of him or her.

***Rotork Preference Shareholders***

Each Preference Scheme Shareholder who is entered in Rotork's Register at the Preference Share Voting Record Time (expected to be 6.30 p.m. on 1 September 2026) will be entitled to attend and vote on the resolution to be put to the Preference Share Court Meeting. If the Preference Share Court Meeting is adjourned or postponed, only those Preference Scheme Shareholders and holders of Rotork Preference Shares (as applicable) on the Register at 6.30 p.m. on the day which is two days (excluding non-Business Days) before the adjourned or postponed Preference Share Court Meeting will be entitled to attend and vote. Each eligible Preference Scheme Shareholder is entitled to appoint a proxy or proxies to attend the Preference Share Court Meeting and, on a poll, to vote instead of him or her.

***Appointment of a proxy and attending the Meetings***

A proxy need not be a shareholder of Rotork but must attend the relevant Meeting(s) and you are strongly encouraged to appoint the Chair of the relevant Meeting(s) as your proxy. Where the Chair of the relevant Meeting(s) is appointed as the proxy of a Rotork Shareholder, the Chair of the relevant Meeting(s) may (in their absolute discretion) appoint any other person as they see fit as the proxy of such Rotork Shareholder in respect of some or all of their shares.

The completion and return of a Form of Proxy or the appointment of a proxy or proxies electronically shall not prevent an Ordinary Scheme Shareholder, a Rotork Ordinary Shareholder or a Preference Scheme Shareholder (as applicable) from attending, voting and speaking in person at the relevant Meeting(s) or any adjournment thereof if such shareholder wishes and is entitled to do so.

***Shareholder helpline***

If you are in any doubt as to whether or not you are permitted to vote at the Meetings, if you have any questions about this Document, the Meetings or on the completion and return of the Forms of Proxy, please contact Equiniti by calling the shareholder helpline on +44 (0)371 384 2269. The shareholder helpline will be available from 8.30 a.m. to 5.30 p.m. Monday to Friday (except public holidays in England and Wales). Please ensure the country code is used if calling from outside the UK. Calls to the shareholder helpline from outside of the UK will be charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Acquisition or the Ordinary Share Scheme, the Preference Share Acquisition or the Preference Share Scheme, nor give financial, tax, investment or legal advice.

Further information on the actions to be taken is set out on pages 11 to 15 of this Document.

**11.8 Return of documents of title**

***Ordinary Share Scheme***

If the Ordinary Share Scheme lapses or is withdrawn, all documents of title and other documents lodged by any Ordinary Scheme Shareholder or Rotork Ordinary Shareholder with any Form of Proxy shall be returned to such Ordinary Scheme Shareholder or Rotork Ordinary Shareholder as soon as practicable (and in any event within 14 days of such lapsing or withdrawal) and to the extent that any Ordinary Scheme Shares or Rotork Ordinary Shares are held in escrow by Equiniti in connection with the Ordinary Share Scheme, instructions shall be given immediately for the release of such Ordinary Scheme Shares or Rotork Ordinary Shares.

***Preference Shere Scheme***

If the Preference Share Scheme lapses or is withdrawn, all documents of title and other documents lodged by any Preference Scheme Shareholder with any Form of Proxy shall be returned to such Preference Scheme Shareholder as soon as practicable (and in any event within 14 days of such lapsing or withdrawal) and to the extent that any Preference Scheme Shares are held in escrow by Equiniti in connection with the Preference Share Scheme, instructions shall be given immediately for the release of such Preference Scheme Shares. The Ordinary Share Scheme will still proceed in these circumstances.

**11.9 Modifications and revision**

The Ordinary Share Scheme and the Preference Share Scheme each contain a provision for Rotork and Bidco jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Schemes or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Schemes which might be material to the interests of the affected Ordinary Scheme Shareholders or Preference Scheme Shareholders (as applicable) unless such shareholders were informed of any modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Ordinary Scheme Shareholders and/or Preference Scheme Shareholders (as applicable) should be held in those circumstances for the purpose of approving any such modification, addition or condition.

The consent of the Panel must be obtained if it is proposed to revise the Ordinary Share Scheme (i) less than 14 days prior to the date of the Ordinary Share Meetings (or any later date to which such meetings are adjourned) or (ii) following the Ordinary Share Meetings. The Preference Share Scheme is not subject to the Takeover Code or the jurisdiction of the Panel.

**11.10 Alternative means of implementation**

***Rotork Ordinary Shares***

ABB reserves the right to elect, with the consent of the Panel (where required), and subject to the terms of the Co-operation Agreement, to implement the Acquisition by way of a Takeover Offer for the Rotork Ordinary Shares (through Bidco) as an alternative to the Ordinary Share Scheme. In such event, the Takeover Offer shall be implemented on the same terms, so far as applicable, and subject to the terms of the Co-operation Agreement, as those which would apply to the Ordinary Share Scheme, subject to appropriate amendments to reflect the change in method of effecting the Acquisition, including (without limitation) if required by the Co-operation Agreement, an acceptance condition set at no more than seventy-five (75) per cent. of Rotork Ordinary Shares or such lesser percentage (being more than fifty (50) per cent.) of Rotork Ordinary Shares as ABB may decide (subject to the consent of the Panel to the extent necessary).

***Rotork Preference Shares***

ABB also reserves the right to elect to implement the Preference Share Acquisition by way of a takeover offer for the Rotork Preference Shares (through Bidco) as an alternative to the Preference Share Scheme. In such event, such takeover offer shall be implemented on substantially the same terms, so far as applicable, as those which would apply to the Preference Share Scheme (subject to necessary amendments to reflect the change in method of implementation). A takeover offer for the Rotork Preference Shares would not be subject to the Takeover Code or the jurisdiction of the Panel.

**12. Conditions to the Acquisition**

The Conditions to the Acquisition are set out in full in Part A of Part III (*Conditions and Further Terms*) of this Document. In summary, the Acquisition is conditional upon, among other things, the following events occurring on or before 11:59 p.m. on the Long Stop Date:

(A) the approval of the Ordinary Share Scheme by a majority in number of Ordinary Scheme Shareholders who are present and vote, whether in person or by proxy, at the Ordinary

Share Court Meeting and who represent 75 per cent. in value of Ordinary Scheme Shares validly voted by those Ordinary Scheme Shareholders;

(B) the Ordinary Share Resolution is passed by the requisite majority of Rotork Ordinary Shareholders present and voting (and entitled to vote) at the Ordinary Share General Meeting, either in person or by proxy;

(C) following the Ordinary Share Court Meeting and the Ordinary Share General Meeting, the sanction of the Ordinary Share Scheme by the Court (without modification or with modification on terms agreed by ABB and Rotork);

(D) the delivery of a copy of the Ordinary Share Court Order to the Registrar of Companies; and

(E) the receipt of certain antitrust and foreign investment approvals as detailed in paragraphs 3 to 24 of Part A of Part III (*Conditions and Further Terms*) of this Document.

ABB may only invoke a Condition so as to cause the Acquisition not to proceed, lapse or to be withdrawn, with the consent of the Panel. Certain Conditions are not subject to this requirement. Further details are set out in Part B of Part III (*Conditions and Further Terms*) of this Document.

## 13. Conditions to the Preference Share Scheme

The Preference Scheme Conditions to the Preference Share Scheme are set out in full in Part C of Part III (*Conditions and Further Terms*) of this Document. In summary, the Preference Share Scheme is conditional upon the following events occurring on or before 11.59 p.m. on the Long Stop Date (or such later date as Rotork and ABB may agree):

(A) the approval of the Preference Share Scheme by a majority in number of Preference Scheme Shareholders who are present and vote, whether in person or by proxy, at the Preference Share Court Meeting and who represent 75 per cent. in value of Preference Scheme Shares validly voted by those Preference Scheme Shareholders;

(B) following the Preference Share Court Meeting, the sanction of the Preference Share Scheme by the Court (without modification or with modification on terms agreed by ABB and Rotork);

(C) the Ordinary Share Scheme becoming Effective in accordance with its terms; and

(D) the delivery of a copy of the Preference Share Court Order to the Registrar of Companies.

Further details are set out in Part D of Part III (*Conditions and Further Terms*) of this Document.

## 14. Offer-related Arrangements

***Confidentiality Agreement***

ABB Asea Brown Boveri Ltd ("**ABB Holdco**") and Rotork entered into the Confidentiality Agreement on 28 June 2026 in relation to the Acquisition, pursuant to which, amongst other things, ABB has undertaken to maintain the confidentiality of confidential information relating to Rotork and/or to the Acquisition and not to disclose it to third parties (with certain exceptions).

These confidentiality obligations will cease to have effect upon completion of the Acquisition or, in the event of termination of negotiations relating to the Acquisition, two years from the date of the Confidentiality Agreement.

The Confidentiality Agreement also includes certain standstill undertakings (which ceased to apply upon the release of the Announcement) and customary non-solicitation undertakings from ABB that, for a period of 12 months from the date of the Confidentiality Agreement, it shall not employ, solicit for employment or endeavour to entice away certain employees of Rotork or its affiliates, respectively, subject to certain exceptions.

***Co-operation Agreement***

ABB, Bidco and Rotork entered into the Co-operation Agreement on 16 July 2026 pursuant to which ABB and Bidco have agreed to take, or cause to be taken, all necessary or advisable steps to obtain the clearances and satisfy or procure that the conditions relating to antitrust and foreign investment approvals set out in paragraphs 3 to 24 of Part A of Part III (*Conditions and Further Terms*) are satisfied as soon as is reasonably practicable and in any event in sufficient time to enable the Effective Date to occur by the Long Stop Date, provided that ABB and Bidco will not be required to accept any remedies requiring a divestment that would have a material adverse effect in the context of the Acquisition. ABB, Bidco and Rotork have agreed to certain undertakings to co-operate and provide each other with reasonable information, assistance and access in relation to the filings, submissions and notifications to be made in relation to such regulatory clearances and authorisations. ABB, Bidco and Rotork also agreed to provide each other with reasonable information, assistance and access for the preparation of the key shareholder documentation.

ABB and Bidco have the right to terminate the Co-operation Agreement in certain customary circumstances, including but not limited to:

(i) if ABB, Bidco and Rotork so agree in writing;

(ii) upon service of written notice by ABB or Bidco to Rotork, if the Rotork Directors change their recommendation of the Acquisition; or

(iii) upon service of written notice by ABB or Bidco to Rotork or Rotork to ABB and Bidco, if:

(a) before the Long Stop Date, a competing offer for the ordinary share capital of Rotork becomes effective or is declared or becomes unconditional;

(b) the Acquisition is withdrawn, terminates or lapses in accordance with its terms and (where required) with the permission of the Panel; or

(c) the Effective Date has not occurred by the Long Stop Date, unless otherwise agreed between ABB, Bidco and Rotork in writing or required by the Panel.

The Co-operation Agreement records ABB, Bidco and Rotork's intention to implement the Acquisition by way of the Ordinary Share Scheme, subject to the ability of ABB and Bidco to proceed by way of a Takeover Offer in certain circumstances. The Co-operation Agreement also contains provisions that will apply in respect of directors' and officers' insurance, the Rotork Share Plans and certain other employee incentive arrangements.

***Clean Team Agreement***

ABB Holdco and Rotork entered into the Clean Team Agreement on 4 July 2026 in relation to the Acquisition, which sets out, among other things, how any confidential information that is competitively sensitive can be disclosed, used or shared between Rotork's clean team individuals and/or external advisers and ABB's clean team individuals and/or external advisers.

***Joint Defence Agreement***

ABB Holdco, Rotork and their respective external counsel have entered into a Joint Defence Agreement on 4 July 2026 in relation to the Acquisition, the purpose of which is to ensure that the exchange and/or disclosure of certain materials relating to the parties only takes place between their respective external counsel and external experts, and does not diminish in any way the confidentiality of such materials and does not result in a waiver of any privilege, right or immunity that might otherwise be available.

## 15. Cancellation of listing of Rotork Shares

***Rotork Ordinary Shares***

Prior to the Ordinary Share Scheme becoming Effective, Rotork shall make an application for the cancellation of trading of Rotork Ordinary Shares on the Main Market and for the cancellation of the listing of Rotork Ordinary Shares on the Official List, in each case to take effect on the Business Day following the Effective Date (subject to the Ordinary Share Scheme becoming Effective).

The last day of dealings in Rotork Ordinary Shares on the Main Market is expected to be the Business Day following the Sanction Hearing and no transfers of Rotork Ordinary Shares shall be registered after 6.00 p.m. on that date.

On the Effective Date, share certificates in respect of Rotork Ordinary Shares shall cease to be valid as documents of title to the shares represented thereby and entitlements to Rotork Ordinary Shares held within the CREST system shall be cancelled.

***Rotork Preference Shares***

Prior to the Preference Share Scheme becoming Effective, Rotork shall make an application for the cancellation of trading of Rotork Preference Shares on the Main Market and for the cancellation of the listing of Rotork Preference Shares on the non-equity shares and non-voting equity shares category of the Official List, in each case to take effect on the Business Day following the Effective Date (subject to the Preference Share Scheme becoming Effective).

The last day of dealings in Rotork Preference Shares on the Main Market is expected to be the Business Day following the Sanction Hearing and no transfers shall be registered after 6.00 p.m. on that date.

When the Preference Share Scheme becomes Effective, share certificates in respect of Rotork Preference Shares shall cease to be valid as documents of title to the shares represented thereby and entitlements to Rotork Preference Shares held within the CREST system shall be cancelled.

**16. Re-registration**

Following the Acquisition becoming Effective, and subject to the Preference Share Acquisition becoming Effective and the de-listing of the Rotork Preference Shares, it is intended that Rotork will be re-registered as a private company in accordance with the relevant provisions of the Companies Act.

**17. Settlement**

Subject to the Ordinary Share Scheme or the Preference Share Scheme becoming Effective (and except as provided in paragraphs 17.3, 17.4 and 19 of Part II (*Explanatory Statement*) of this Document in relation to the Rotork Share Plans, Sanctioned Shareholders and Overseas Shareholders respectively), settlement of the Cash Consideration or the Preference Cash Consideration (as applicable) to which any holder of Ordinary Scheme Shares and/or Preference Scheme Shares is entitled will be effected as soon as practicable and in any event no later than 14 days after the Acquisition or, as the case may be, the Preference Share Acquisition becomes Effective in the manner set out below.

**17.1 Consideration where Ordinary Scheme Shares or Preference Scheme Shares are held in certificated form**

Where, at the relevant Scheme Record Time, a holder of Ordinary Scheme Shares and/or Preference Scheme Shares holds such shares in certificated form, settlement of the Cash Consideration or Preference Cash Consideration (as applicable) will be effected:

(A) if such an Ordinary Scheme Shareholder or Preference Scheme Shareholder (as applicable) has set up an electronic payment mandate, by way of an electronic payment to such account as indicated in such electronic payment mandate;

(B) if such an Ordinary Scheme Shareholder or Preference Scheme Shareholder (as applicable) has not set up an electronic payment mandate, by cheque drawn on the branch of a UK clearing bank and despatched by first class post (or international standard post, if overseas) to the address appearing on the Register at the relevant Scheme Record Time (or, in the case of joint holders, to the address of that joint holder whose name stands first in the said register in respect of such joint holding), provided that if the sums payable to any Ordinary Scheme Shareholder or Preference Scheme Shareholder who has not set up a standing electronic payment mandate exceeds £500,000, Bidco may elect to facilitate payment by electronic payment of such sums in lieu of a cheque; or

(C) in the case of consideration to be paid pursuant to the Ordinary Share Scheme, by such other method as may be approved by the Panel and, in the case of consideration to be paid pursuant to the Preference Share Scheme, by such other method as Bidco may determine (acting reasonably).

Bidco reserves the right to undertake due diligence to authenticate any electronic payment mandates of an Ordinary Scheme Shareholder or Preference Scheme Shareholder (as applicable). In the event that such an electronic payment mandate cannot be authenticated to the satisfaction of Equiniti and Bidco, the settlement of the Cash Consideration or Preference Cash Consideration (as applicable) shall be by cheque as set out in paragraph 17.1(B) above.

All such payments will be made in pounds sterling. Cheques will be despatched and electronic payments will be made as soon as practicable and, in any event, no later than 14 days after the Effective Date.

In the case of Ordinary Scheme Shareholders or Preference Scheme Shareholders that have not encashed cheques within six months from the Effective Date, the consideration due to such Ordinary Scheme Shareholders and Preference Scheme Shareholders will be held by Equiniti for a period of 12 years from the Effective Date, in a separate UK bank account established solely for that purpose, and such Ordinary Scheme Shareholders or Preference Scheme Shareholders may claim the consideration due to them upon request to Equiniti at any time during the period of 12 years from the Effective Date.

On the Effective Date, each certificate representing Ordinary Scheme Shares and each certificate representing Preference Scheme Shares will cease to be a valid document of title and should be destroyed or delivered up to Rotork.

**17.2 Consideration where Ordinary Scheme Shares or Preference Scheme Shares are held in uncertificated form in CREST**

Where, at the Scheme Record Time, an Ordinary Scheme Shareholder or Preference Scheme Shareholder holds Ordinary Scheme Shares or Preference Scheme Shares (as applicable) in uncertificated form, the Cash Consideration or Preference Cash Consideration to which such Ordinary Scheme Shareholder or Preference Scheme Shareholder (as applicable) is entitled will be transferred to such person through CREST by the creation of an assured payment obligation in favour of the appropriate CREST account through which the relevant Ordinary Scheme Shareholder or Preference Scheme Shareholder holds such uncertificated shares, as soon as practicable and, in any event, no later than 14 days after the Effective Date.

As from the Scheme Record Time, each holding of Ordinary Scheme Shares or Preference Scheme Shares credited to any stock account in CREST will be disabled and all Ordinary Scheme Shares and Preference Scheme Shares will be removed from CREST in due course.

Notwithstanding the above, Bidco reserves the right to settle all or part of such Cash Consideration and Preference Cash Consideration due to the holders of Ordinary Scheme Shares and/or Preference Scheme Shares held in uncertificated form by cheque in the manner set out in paragraph 17.1(B) above.

**17.3 Rotork Share Plans – Consideration payable to Rotork Directors and employees**

In respect of any Ordinary Scheme Shares which are to be issued or transferred to Rotork Directors or Rotork Group employees (including former Rotork Directors or former Rotork Group employees) following the exercise of options or the vesting of awards held pursuant to the Rotork Share Plans (excluding the SIP) on or after the Court Sanction Date but before the Ordinary Share Scheme Record Time, any payment made in respect of those Ordinary Scheme Shares will be paid directly to Rotork or otherwise by such method as may be determined by Rotork (within 14 days of the Effective Date). Rotork (or the relevant employer entity or any trustee or nominee determined by Rotork) will, as soon as reasonably practicable thereafter, pay to each relevant Rotork Share Plan award or option holder (either through payroll or by such other method as may be determined by Rotork or the relevant employer entity, trustee or nominee as applicable) an amount equal to the Cash Consideration per Ordinary Scheme Share payable under the relevant Ordinary Share Scheme multiplied by the number of Ordinary Scheme Shares held by that Rotork Share Plan award or option holder in respect of their award or option but having first deducted an amount equal to any exercise price (if applicable), income tax and/or employee's national insurance or social security contributions or any other required withholding in any relevant jurisdiction that Rotork (or any of its subsidiaries) is obliged to pay on behalf of that Rotork Share Plan participant and/or any other deductions Rotork is required or entitled to make. For the avoidance of doubt, the payment of Cash Consideration through payroll shall be effected reasonably promptly subject to all applicable regulatory requirements (but is not required to be effected within 14 days of the Effective Date).

No Preference Scheme Shares will be issued or transferred to Rotork Directors or Rotork Group employees (including former Rotork Directors or former Rotork Group employees) in connection with the Rotork Share Plans.

**17.4 General**

Details of how Sanctioned Shareholders will be treated are set out in paragraph 6 of Part IV (*The Ordinary Share Scheme of Arrangement*) and paragraph 6 of Part V (*The Preference Share Scheme of Arrangement*) of this Document.

None of Rotork, ABB, Bidco nor any of their nominees or respective agents will be responsible for any loss or delay in the transmission of Cash Consideration or Preference Cash Consideration sent in any manner described above, and such Cash Consideration or Preference Cash Consideration will be sent at the risk of the person entitled to it. All documents and remittances sent through the post or electronically will be sent at the risk of the person(s) entitled thereto.

In accordance with the Ordinary Share Scheme and the Preference Share Scheme, as from the Effective Date, Rotork shall procure that each holding of the relevant Ordinary Scheme Shares or Preference Scheme Shares (as applicable) credited to any stock account in CREST shall be disabled. Euroclear shall be instructed to cancel the entitlements to Ordinary Scheme Shares or Preference Scheme Shares (as applicable) of holders of such shares in uncertificated form. Following cancellation of the entitlements to Ordinary Scheme Shares or Preference Scheme Shares (as applicable) of holders of the relevant shares in uncertificated form, Equiniti shall be authorised to re-materialise entitlements to such Ordinary Scheme Shares and Preference Scheme Shares.

In the case of the Ordinary Share Scheme, save with the consent of the Panel, settlement of the Cash Consideration to which any Ordinary Scheme Shareholder is entitled under the Ordinary Share Scheme will be implemented in full in accordance with the terms of the Ordinary Share Scheme without regard to any lien, right of set off, counterclaim or other analogous right to which Bidco may otherwise be, or claim to be, entitled against any Ordinary Scheme Shareholder.

In the case of the Preference Share Scheme, settlement of the Preference Cash Consideration to which any Preference Scheme Shareholder is entitled under the Preference Share Scheme will be implemented in full in accordance with the terms of the Preference Share Scheme without regard to any lien, right of set off, counterclaim or other analogous right to which Bidco may otherwise be, or claim to be, entitled against any Preference Scheme Shareholder.

All mandates and other instructions given to Rotork by Ordinary Scheme Shareholders and Preference Scheme Shareholders in force at the Ordinary Share Scheme Record Time relating to the relevant Ordinary Scheme Shares or the Preference Share Scheme Record Time relating to the Preference Scheme Shares (as applicable) shall, as from the Effective Date, cease to be valid.

## 18. United Kingdom Taxation

Rotork Ordinary Shareholders and Rotork Preference Shareholders should read Part VII (*United Kingdom Taxation*) of this Document which contains a summary of the UK tax consequences of the Acquisition and the Preference Share Acquisition. The summary relates only to the position of certain categories of Rotork Ordinary Shareholders and Rotork Preference Shareholders (as explained further in Part VII (*United Kingdom Taxation*) of this Document), is intended as a general guide only and does not constitute tax advice or purport to be a complete analysis of all potential UK tax consequences of the Ordinary Share Scheme, the Preference Share Scheme, or otherwise.

**You are strongly advised to consult an appropriate independent professional tax adviser immediately to discuss the tax consequences of the Ordinary Share Scheme or Preference Share Scheme on your particular circumstances, including if you are in any doubt as to your tax position, or if you are subject to taxation in any jurisdiction other than the UK.**

## 19. Overseas Shareholders

### 19.1 General

This Document and any accompanying documents have been prepared in connection with proposals in relation to schemes of arrangement and for the purpose of complying with English law and (to the extent applicable) the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England. The Acquisition and the Preference Share Acquisition will be subject to English law and the jurisdiction of the courts of England and Wales and the applicable requirements of the London Stock Exchange and the FCA and (in respect of the Acquisition only) the Takeover Code and the Panel.

The release, publication or distribution of this Document and/or any accompanying documents in, into or from jurisdictions other than the United Kingdom or the United States, and the availability of the Acquisition and/or the Preference Share Acquisition to Rotork Ordinary Shareholders and Rotork Preference Shareholders who are not resident in the United Kingdom or the United States, may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom or the United States should inform themselves about, and observe, any applicable legal or regulatory requirements.

In particular, the ability of persons who are resident in a jurisdiction other than the United Kingdom, or who are subject to the laws of another jurisdiction, to vote their Rotork Shares at the Meetings, or to appoint another person as proxy to vote at the Meetings on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located or to which they are otherwise subject.

Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition and/or the Preference Share Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by ABB or required by the Takeover Code (to the extent applicable), and permitted by applicable law and regulation, the Acquisition and/or the Preference Share Acquisition will not be made available, in whole or in part, directly or indirectly, in, into or from, or by the use of mails or any means or instrumentality (including but not limited to facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction and no person may vote in favour of the Acquisition and/or the Preference Share Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction.

Copies of this Document and any formal documentation relating to the Acquisition and/or the Preference Share Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition and/or the Preference Share Acquisition.

It is the responsibility of any person into whose possession this Document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition and the Preference Share Acquisition, including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

This Document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful.

Overseas Shareholders are urged to consult with appropriate legal, tax and financial advisers in connection with the consequences of the Acquisition and the Preference Share Acquisition on them.

**19.2 Additional information for US investors**

Each of the Acquisition and the Preference Share Acquisition is being made to acquire the securities of an English company by means of a scheme of arrangement provided for under English law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, each scheme of arrangement will be subject to disclosure requirements and practices applicable in the UK to schemes of arrangement, which are different from the disclosure requirements of the US tender offer rules and the US proxy solicitation rules.

If ABB exercises its right to implement the acquisition of the Rotork Ordinary Shares by way of a Takeover Offer (subject to the consent of the Panel (where required) and the terms of the Co-operation Agreement), such offer will be made in compliance with applicable US laws and regulations.

The financial information included in this Document has been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US.

It may be difficult for US holders to enforce their rights and claims arising out of US federal securities laws, since ABB and Rotork are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US holders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US federal securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, ABB or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Rotork Shares outside of the US, other than pursuant to the Acquisition and/or the Preference Share Acquisition, until the date on which the Acquisition or the Preference Share Acquisition (respectively) becomes effective, lapses or is otherwise withdrawn. In accordance with the Takeover Code, normal United Kingdom market practice and Rule 14e-5(b) of the US Exchange Act, Barclays will continue to act as an exempt principal trader in Rotork Shares on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Takeover Code (to the extent applicable) will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

The receipt of cash pursuant to the Acquisition and/or the Preference Share Acquisition by a US holder of shares as consideration for the transfer of its shares pursuant to either scheme of arrangement may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Rotork Ordinary Shareholder and each Rotork Preference Shareholder is urged to consult with independent professional advisers immediately regarding the tax consequences of the Acquisition and/or the Preference Share Acquisition applicable to them.

### 19.3 UK Taxation for certain Overseas Shareholders

Non-UK holders should not be subject to UK taxation on chargeable gains in respect of the Ordinary Share Scheme and Preference Share Scheme (and any loss(es) should not be allowable loss(es)), however, they may be subject to foreign taxation depending on their personal circumstances. No UK stamp duty or SDRT should be payable by Non-UK holders on the transfer of their Ordinary Scheme Shares or Preference Scheme Shares under the Ordinary Share Scheme or Preference Share Scheme (as applicable).

References above to "**Non-UK holders**" are to Ordinary Scheme Shareholders and Preference Scheme Shareholders who: are not resident in the UK for UK tax purposes; have not within the past five years been resident or ordinarily resident in the UK for UK tax purposes; and are not carrying on a trade, profession or vocation in the UK.

## 20. Further information

***Ordinary Share Scheme***

The terms of the Ordinary Share Scheme are set out in full in Part IV (*The Ordinary Share Scheme of Arrangement*) of this Document. Your attention is also drawn to the further information contained in this Document, all of which forms part of this Explanatory Statement and, in particular, to the Conditions set out in Part A of Part III (*Conditions and Further Terms*) and the additional information set out in Part VIII (*Additional Information*) of this Document.

***Preference Share Scheme***

The terms of the Preference Share Scheme are set out in full in Part V (*The Preference Share Scheme of Arrangement*) of this Document. Your attention is also drawn to the further information contained in this Document, all of which forms part of this Explanatory Statement and, in particular, to the Preference Scheme Conditions set out in Part C of Part III (*Conditions and Further Terms*) and the additional information set out in Part VIII (*Additional Information*) of this Document.

## 21. Action to be taken

### 21.1 Sending Forms of Proxy by post

***Ordinary Scheme Shareholders and Rotork Ordinary Shareholders***

Ordinary Scheme Shareholders and Rotork Ordinary Shareholders are entitled to appoint a proxy in respect of some or all of their Ordinary Scheme Shares and Rotork Ordinary Shares (as applicable) and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder.

Ordinary Scheme Shareholders and Rotork Ordinary Shareholders will receive a BLUE Form of Proxy for the Ordinary Share Court Meeting and a YELLOW Form of Proxy for the Ordinary Share General Meeting. Please:

(A) complete, sign and return the BLUE Form of Proxy for use at the Ordinary Share Court Meeting so as to be received no later than 10.15 a.m. on 1 September 2026; and

(B) complete, sign and return the YELLOW Form of Proxy for use at the Ordinary Share General Meeting so as to be received no later than 10.30 a.m. on 1 September 2026, or, in the case of an adjourned or postponed Meeting, so as to be received not less than 48 hours prior to the time and date set for the adjourned or postponed Meeting (excluding any such 48 hour period falling on a non-Business Day).

The Forms of Proxy should be returned by post to Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA. For your convenience, a reply-paid envelope (for postage from within the UK) has been enclosed with respect to the Forms of Proxy.

If the BLUE Form of Proxy for use at the Ordinary Share Court Meeting is not received by 10.15 a.m. on 1 September 2026, it may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof). However, in the case of the Ordinary Share General Meeting, the YELLOW Form of Proxy must be received by Equiniti by the time mentioned above, or it will be invalid.

***Preference Scheme Shareholders***

Preference Scheme Shareholders are entitled to appoint a proxy in respect of some or all of their Preference Scheme Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder.

Preference Scheme Shareholders will receive a GREEN Form of Proxy for the Preference Share Court Meeting. Please complete, sign and return the GREEN Form of Proxy for use at the Preference Share Court Meeting so as to be received no later than 10.45 a.m. on 1 September 2026 or, in the case of an adjourned or postponed Preference Share Court Meeting, so as to be received not less than 48 hours prior to the time and date set for the adjourned or postponed Preference Share Court Meeting (excluding any such 48 hour period falling on a non-Business Day).

The GREEN Form of Proxy should be returned by post to Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA. For your convenience, a reply-paid envelope (for postage from within the UK) has been enclosed with respect to the GREEN Form of Proxy.

If the GREEN Form of Proxy for use at the Preference Share Court Meeting is not received by 10.45 a.m. on 1 September 2026, it may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

**21.2 Electronic appointment of proxies through CREST**

If you hold Ordinary Scheme Shares, Rotork Ordinary Shares and/or Preference Scheme Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Meetings (or any adjourned or postponed Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures set out in the CREST Manual (available via www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the CREST Proxy Instruction must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual.

The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by the issuer's agent (CREST Participant ID RA19) no later than 10.15 a.m. on 1 September 2026 in the case of the Ordinary Share Court Meeting and no later than

10.30 a.m. on 1 September 2026 in the case of the Ordinary Share General Meeting and no later than 10.45 a.m. on 1 September 2026 in the case of the Preference Share Court Meeting (or, in the case of an adjourned or postponed Meeting, no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the time and date set for the adjourned or postponed Meeting).

For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Application Host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this regard, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Rotork may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

### 21.3 Electronic appointment of proxies through Shareview and Proxymity

***Shareview***

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by going to Equiniti's Shareview website, www.shareview.co.uk, and logging into your Shareview Portfolio. If you have not yet registered for a Shareview Portfolio, you may do so by going to www.shareview.co.uk and entering the requested information. It is important that you register for a Shareview Portfolio in sufficient time to complete the registration and authentication process.

Once you have logged into your Shareview Portfolio, click "View" on the "My Investments" page and then follow the link to vote and the on-screen instructions.

***Proxymity – institutional investors only***

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Rotork and approved by Rotork's Registrar, Equiniti. For further information regarding Proxymity, please visit: www.proxymity.io.

Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy.

***General***

For an electronic proxy appointment (via Shareview or Proxymity) to be valid, the appointment must be received no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the relevant Meeting (or in the case of any adjournment or postponement, no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the time and date set for the adjourned or postponed Meeting).

*Ordinary Share Court Meeting*

In the case of the Ordinary Share Court Meeting, if you have not appointed a proxy electronically by 10.15 a.m. on 1 September 2026, the BLUE Form of Proxy may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof).

*Preference Share Court Meeting*

In the case of the Preference Share Court Meeting, if you have not appointed a proxy electronically by 10.45 a.m. on 1 September 2026, the GREEN Form of Proxy may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

**21.4 General**

**It is important that for the Ordinary Share Court Meeting and Preference Share Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of Ordinary Scheme Shareholder opinion and Preference Scheme Shareholder opinion at those meetings. Therefore, whether or not you intend to attend the Ordinary Share Court Meeting, Ordinary Share General Meeting or the Preference Share Court Meeting, you are strongly encouraged to: (i) sign and return your Forms of Proxy by post; (ii) appoint a proxy electronically through Shareview or Proxymity (for institutional investors only); or (iii) transmit a proxy appointment and voting instruction online through the CREST electronic proxy appointment service, as soon as possible. Doing so will not prevent you from attending, speaking and voting in person at the Meetings if you wish and are entitled to do so.**

**21.5 Shareholder Helpline**

If you have any questions about this Document, the Meetings or on the completion and return of the Forms of Proxy (or appointment of a proxy through CREST or via electronic means), please contact Equiniti by calling the shareholder helpline on +44 (0)371 384 2269. The shareholder helpline will be available from 8.30 a.m. to 5.30 p.m. Monday to Friday (except public holidays in England and Wales). Please ensure the country code is used if calling from outside the UK. Calls to the shareholder helpline from outside of the UK will be charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Ordinary Share Scheme or the Preference Share Scheme, nor give financial, tax, investment or legal advice.

Yours faithfully,

James Robinson
For and on behalf of **J.P. Morgan Cazenove**

Ravi Gupta
For and on behalf of **Rothschild & Co**

Sam Barnett
For and on behalf of **Jefferies**

Tom Perry
For and on behalf of **Morgan Stanley**

# Part III

# CONDITIONS AND FURTHER TERMS

## Part A

## Conditions to the Ordinary Share Scheme and the Acquisition

**Long Stop Date**

1. The Acquisition is conditional upon the Ordinary Share Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11:59 p.m. on the Long Stop Date.

**Ordinary Share Scheme approval**

2. The Ordinary Share Scheme is conditional upon:

(A) (i) its approval by a majority in number of, representing not less than 75 per cent. in value of the Ordinary Scheme Shares held by, Ordinary Scheme Shareholders (or each of the relevant classes thereof, if applicable) present and voting (and entitled to vote), either in person or by proxy, at the Ordinary Share Court Meeting (or at any separate class meeting, if applicable), or at any adjournment thereof; and (ii) the Ordinary Share Court Meeting (and any separate class meeting, if applicable) being held on or before the 22nd day after the expected date of the Ordinary Share Court Meeting as set out in this Document (or such later date (if any) as may be agreed by ABB and Rotork or, in a competitive situation, as may be specified by ABB with the consent of the Panel, and, in each case, with the approval of the Court if such approval is required);

(B) (i) the Ordinary Share Resolution being duly passed by the requisite majority at the Ordinary Share General Meeting (or at any adjournment thereof); and (ii) the Ordinary Share General Meeting being held on or before the 22nd day after the expected date of the Ordinary Share General Meeting as set out in this Document (or such later date (if any) as may be agreed by ABB and Rotork or, in a competitive situation, as may be specified by ABB with the consent of the Panel, and, in each case, with the approval of the Court if such approval is required);

(C)

(i) the sanction of the Ordinary Share Scheme by the Court with or without modification (with any such modification on terms acceptable to ABB and Rotork); and

(ii) the Sanction Hearing being held on or before the 22nd day after the expected date of the Sanction Hearing, which shall be held as soon as possible following the satisfaction or waiver of the final Regulatory Condition (or such later date (if any) as may be agreed by ABB and Rotork or, in a competitive situation, as may be specified by ABB with the consent of the Panel, and, in each case, with the approval of the Court if such approval is required); and

(D) the delivery of a copy of the Ordinary Share Court Order to the Registrar of Companies.

**General conditions**

In addition, as stated in Part B of this Part III (*Conditions and Further Terms*) and subject to the requirements of the Panel, the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Ordinary Share Scheme Effective will not be taken unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

***Antitrust and foreign investment approvals***

**Merger Control**

*Australia*

3. Insofar as the Acquisition is subject to Australian mandatory merger clearance regime under Part IVA of the Competition and Consumer Act 2010 (Cth) ("**CCA**"), one of the following has occurred:

(A) (waiver) the Australian Competition and Consumer Commission ("**ACCC**") makes a determination under section 51ABV of the CCA that the Acquisition is not required to be notified; or

(B) (ACCC competition determination) the ACCC makes, or is taken to have made a determination that the Acquisition may put into effect or is of public benefit, either on an unconditional basis or subject to conditions on terms reasonably satisfactory to ABB and Bidco, and:

(i) the Acquisition has been finally considered for the purposes of section 51ABF(1) of the CCA; or

(ii) the most recent notification of the Acquisition to the ACCC is not stale within the meaning of section 51ABG of the CCA.

*Austria*

4. Insofar as the Acquisition is subject to the Austrian mandatory merger control regime, clearance under Austrian merger control law has been obtained, either on an unconditional basis or subject to any conditions, obligations or commitments on terms reasonably satisfactory to ABB and Bidco, or the requirement for such clearance has otherwise been waived or confirmed as not applicable. This condition shall be deemed satisfied if one of the following has occurred:

(A) the Austrian Federal Competition Authority (*Bundeswettbewerbsbehörde*, the "**AFCA**") as well as the Austrian Federal Cartel Prosecutor (*Bundeskartellanwalt*, the "**FCP**"; together, the "**Official Parties**") have formally waived their right to apply for an in-depth investigation of the Acquisition pursuant to section 11(4) of the Austrian Cartel Act ("**ACA**");

(B) the statutory four-week review period (or, where extended at the notifying party's request pursuant to section 11(1a) of the ACA, the six-week period) following receipt of the notification has expired without either of the Official Parties having filed an application for an in-depth investigation (*Prüfungsantrag*) of the Acquisition pursuant to section 11(1) of the ACA;

(C) following the filing of an application for an in-depth investigation pursuant to section 11 of the ACA, a final and legally binding (*rechtskräftig*) decision of the Austrian Cartel Court (*Kartellgericht*) or, on appeal, the Austrian Supreme Cartel Court (*Kartellobergericht*) has been issued pursuant to section 12 of the ACA holding either that (i) the Acquisition does not constitute a notifiable concentration, or (ii) the Acquisition is not prohibited and may proceed, whether unconditionally or subject to conditions or obligations;

(D) following the filing of an application for an in-depth investigation pursuant to section 11 of the ACA, the relevant application or applications for an in-depth investigation have been withdrawn and/or the applicable decision period has expired, such that the Austrian Cartel Court may no longer prohibit the Acquisition pursuant to section 14(1) of the ACA; or

(E) the AFCA and the FCP have confirmed that the Acquisition does not require a merger control notification in Austria.

*Brazil*

5. Insofar as the Acquisition is subject to a mandatory filing requirement pursuant Law No. 12,529 of November 30, 2011 and CADE's internal regulations, the Administrative Council for Economic

Defense ("**CADE**") having granted final approval for the consummation of the Acquisition, which shall be considered final:

(A) upon the expiration of the 15 (fifteen) calendar days from the date of publication of the clearance decision by CADE's General Superintendence in the Brazilian official gazette, provided that no appeal has been filed by a third party and there has been no call-back request by CADE's Tribunal; or

(B) if applicable, upon the publication of the final decision approving the Acquisition by CADE's Tribunal, which is unappealable in the administrative sphere, authorising the consummation of the Acquisition.

*China*

6. Insofar as the Acquisition is subject to a mandatory filing requirement under Chapter IV of the Chinese Anti-Monopoly Law (as amended), the State Administration for Market Regulation:

(A) having issued a decision declaring not to conduct further review pursuant to article 30 of the Chinese Anti-Monopoly Law;

(B) having approved the consummation of the Acquisition (whether conditionally on terms reasonably satisfactory to ABB and Bidco or unconditionally) during further review of the Acquisition pursuant to article 31 of the Chinese Anti-Monopoly Law; or

(C) not having issued a decision within the required deadlines with the effect that the Acquisition can be consummated pursuant to articles 30 and 31 of the Chinese Anti-Monopoly Law.

*Cyprus*

7. Insofar as the Acquisition is subject to a mandatory filing requirement pursuant to The Control of Concentrations Between Undertakings Law, Law N. 83(I) of 2014, or any other applicable statutes in the Republic of Cyprus, Republic of Cyprus Commission for the Protection of Competition having issued a waiver, consent, clearance, approval or authorisation, or any applicable waiting period having expired or terminated in connection with the Acquisition.

*Germany*

8. Insofar as the Acquisition is subject to a mandatory filing requirement pursuant to section 39 of the German Act against Restraints of Competition ("**German Competition Act**"), the Federal Cartel Office:

(A) having given notice that the prohibition requirements of section 36(1) of the German Competition Act are not met, either by way of a clearance letter (issued in the course of the Phase I preliminary examination proceedings) or, in the Phase II main examination proceedings, by way of a clearance order pursuant to section 40 para. 2 sentence 1 of the German Competition Act, either on an unconditional basis or subject to any commitments or conditions on terms reasonably satisfactory to ABB and Bidco;

(B) not having notified ABB or Bidco that it has initiated Phase II main examination proceedings within the one month period provided for in section 40 para. 1 of the German Competition Act; or

(C) not having issued a prohibition decision within the period provided for in section 40 para. 2 of the German Competition Act (including potential extensions).

*Norway*

9. Insofar as the Acquisition is subject to the Norwegian mandatory merger control regime by the Norwegian Competition Authority of 5 March 2004 No. 12, the Acquisition being approved under the Norwegian Competition Act, by its decision, either on an unconditional basis or subject to any commitments or conditions on terms reasonably satisfactory to ABB and Bidco, or as a result of the deadline for its review having expired.

*Romania*

10. Insofar as the Acquisition is subject to a mandatory merger control filing requirement pursuant to the Romanian Competition Law no. 21/1996, the Romanian Competition Authority:

    (A) having issued a written confirmation (letter or via email) pursuant to article 47(1) of Romanian Competition Law no. 21/1996, attesting that the Acquisition does not give rise to a concentration falling within the scope of Romanian Competition Law no. 21/1996;

    (B) does not adopt a decision after the initial time period of 45 calendar days after the notification becomes effective (or after such longer period if such Phase 1 review is extended in accordance with Romanian law) expires;

    (C) having issued a decision of non-objection pursuant to article 47(2) of Romanian Competition Law no. 21/1996, which concludes that there are no serious doubts regarding the compatibility of the Acquisition with a normal competitive environment or the serious doubts regarding compatibility with a normal competitive environment were dispelled by the commitments proposed by ABB and Bidco and accepted by the Competition Council;

    (D) having issued an authorisation decision issued pursuant to article 47(4)(b) of Romanian Competition Law no. 21/1996, either on an unconditional basis or subject to any commitments or conditions on terms reasonably satisfactory to ABB and Bidco; or

    (E) does not adopt an explicit decision after the time limit of five calendar months after notification becomes effective (or after such longer period if such Phase 2 review is extended in accordance with Romanian law) expires.

*Saudi Arabia*

11. Insofar as the Acquisition is subject to a mandatory economic concentration filing in the Kingdom of Saudi Arabia ("**KSA**"), a filing being submitted to the General Authority for Competition ("**GAC**") in the KSA in connection with the Acquisition, pursuant to KSA Competition Law issued by Royal Decree No. M/75 dated 29/06/1440H (as amended from time to time) and its Implementing Regulations issued pursuant to GAC Board Resolution No 337 of 25/1/1441H, and having either:

    (A) received a notice, decision or no-objection letter from the GAC approving the Acquisition, including, if applicable, on terms reasonably satisfactory to ABB and Bidco in relation to the Acquisition;

    (B) exceeded the statutory waiting period set out in the KSA Competition Law and its Implementing Regulations without the GAC having issued a rejection or otherwise paused the review period; or

    (C) received a written confirmation from the GAC that the requirement to file for economic concentration clearance does not apply (or has been waived) in respect of the Acquisition, in accordance with the KSA Competition Law and its Implementing Regulations.

*South Korea*

12. Insofar as the Acquisition is subject to a mandatory filing requirement under the Monopoly Regulation and Fair Trade Act, the Korea Fair Trade Commission having approved and issued its clearance decision regarding the consummation of the Acquisition (whether conditionally on terms reasonably satisfactory to ABB and Bidco or unconditionally).

*UK*

13. Insofar as the Acquisition creates a relevant merger situation within the meaning of section 23 of the Enterprise Act 2002 (the "**EA**"), the CMA:

    (A) as at the date on which all other Conditions are satisfied or waived (with the exception of the Conditions set out in paragraphs 2(A)(i), 2(B)(i), 2(C)(i) and 2(D) of Part A of this Part III

(*Conditions and Further Terms*)), having confirmed to ABB or Bidco in writing that it does not intend to request further information and not having:

(i) commenced a Phase 1 review by indicating that the statutory review period in which the CMA has to decide whether to make a reference under section 34ZA of the Enterprise Act 2002 (as amended) has begun; or

(ii) indicated that it will commence such a review (including, for the avoidance of doubt, by providing the option of submitting a merger notice, sending an enquiry letter or engaging in prenotification discussions);

(B) where the CMA commences a Phase 1 review, either:

(i) the CMA confirming in writing that it does not believe that the Acquisition creates a relevant merger situation within the meaning of section 23 of the Enterprise Act;

(ii) the CMA deciding not to make a reference pursuant to section 33 of the Enterprise Act 2002 (as amended) to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013 ("**CMA Phase 2 Reference**"); or

(iii) the period within which the CMA is required to decide whether the duty to make a CMA Phase 2 Reference applies with respect to the Acquisition or any matters arising therefrom under section 34ZA of the Enterprise Act expiring without such a decision having been made; or

(C) where the CMA makes a CMA Phase 2 Reference, the CMA publishing a report stating that:

(i) neither the Acquisition nor any matter arising from or relating to the Acquisition may be expected to result in a substantial lessening of competition within any market or markets in the United Kingdom for goods or services; or

(ii) allowing the Acquisition and any matter arising from or relating to the Acquisition to proceed in accordance with section 41 of the Enterprise Act 2002 (as amended) on terms reasonably satisfactory to ABB and Bidco, in each case with respect to the Acquisition or any matter arising from or relating to the Acquisition.

*USA*

14. Insofar as the Acquisition is subject to mandatory merger clearance in the United States, all applicable filings having been made and any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations made thereunder (and any extension thereof) relating to the Acquisition having expired or been terminated on terms satisfactory to ABB and Bidco.

**Foreign direct investment approvals**

*Australia*

15. Insofar as the Acquisition constitutes a notifiable transaction or notifiable action within the meaning of the Australian Foreign Acquisitions and Takeovers Act 1975 (Cth) or its successor legislation ("**FATA**"), either:

(A) ABB or Bidco having received a written no objections notice from the Commonwealth Treasurer (or their delegate) under FATA to the effect that the Commonwealth Government does not object to the Acquisition, on either an unconditional basis or subject to conditions on terms reasonably satisfactory to ABB and Bidco; or

(B) following notice of the Acquisition having been given by ABB or Bidco under FATA, the Commonwealth Treasurer (or his delegate) ceasing to be empowered to make an order in respect of the Acquisition due to the expiry of the applicable statutory waiting period under Division 2 of Part 3 of FATA.

*France*

16. Insofar as the Acquisition constitutes a notifiable acquisition under articles L. 151-3 et seq. and articles R. 151-1 et seq. of the French Monetary and Financial Code (*Code monétaire et financier*) (the "**French FDI Law**"), either:

    (A) the necessary authorisation of the Acquisition by the French Minister for Economy pursuant to articles L. 151-3 et seq. and/or R. 151-1 et seq. of the French FDI Law having been obtained, either on an unconditional basis or subject to conditions on terms reasonably satisfactory to ABB and Bidco; or

    (B) a no-action letter pursuant to which the French Minister for Economy confirms that the Acquisition does not fall within the scope of article L. 151-3 of the French FDI Law having been obtained.

*Germany*

17. Insofar as the Acquisition constitutes a reviewable acquisition under section 55 or section 60 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) ("**AWV**"), the German Federal Ministry for Economic Affairs and Energy ("**BMWE**"):

    (A) having confirmed in writing (*Textform*) that the Acquisition is not subject to its jurisdiction;

    (B) having granted a Certificate of Non-Objection (*Unbedenklichkeitsbescheinigung*);

    (C) clearing the Acquisition either without conditions and without the imposition of orders or subject to conditions or orders reasonably satisfactory to ABB and Bidco; or

    (D) the applicable review periods having expired or elapsed without the BMWE having delivered a decision to either initiate formal review proceedings or to prohibit the Acquisition after initiating such formal proceedings.

*Italy*

18. Insofar as the Acquisition constitutes a notifiable transaction pursuant to article 1 or article 2 of Italian Law Decree No. 21/2012, converted by Italian Law No. 56/2012 ("**Italian FDI Law**"), the Italian Presidency of the Council of Ministers:

    (A) having granted unconditional clearance under the Italian FDI law or having declared that the Acquisition does not fall within the scope of the Italian FDI Law;

    (B) having granted unconditional clearance by means of the expiry of the deadline provided by the Italian FDI Law for the review of the Acquisition without the adoption of an express decision; or

    (C) having granted conditional clearance under the Italian FDI Law on terms reasonably satisfactory to ABB and Bidco.

*Sweden*

19. Insofar as the Acquisition constitutes a notifiable transaction under the Screening of Foreign Direct Investments Act (2023:560) (Sw. Lag (2023:560) om granskning av utländska direktinvesteringar) ("**Swedish FDI Act**"), the Inspectorate of Strategic Products either:

    (A) having confirmed that no further action will be taken, under the Swedish FDI Act in relation to the Acquisition; or

    (B) having granted an approval decision under the Swedish FDI Act in respect of the Acquisition, the provisions of which allow the Acquisition to proceed either unconditionally or conditionally on terms reasonably satisfactory to ABB and Bidco.

*UK*

20. Insofar as the Acquisition constitutes a notifiable acquisition within the meaning of the National Security and Investment Act 2021 (the "**NSI Act**"), the requisite notification having been made and the Secretary of State either:

    (A) confirming that no further action will be taken under the NSI Act in relation to the Acquisition; or

    (B) if, prior to the date on which all other Conditions are satisfied or waived, the Secretary of State issues a call-in notice within the meaning of the NSI Act in relation to the Acquisition, the Secretary of State:

        (i) confirming that no further action will be taken pursuant to section 26(1)(b) of the NSI Act in relation to the Acquisition; or

        (ii) making a final order under the NSI Act in respect of the Acquisition, the provisions of which allow the Acquisition to proceed on terms reasonably satisfactory to ABB and Bidco.

*USA*

21. Insofar as the Acquisition constitutes a covered transaction under section 721 of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "**DPA**"), ABB (and Bidco) and Rotork having jointly submitted a written notice under Subpart E of 31 C.F.R. Part 800 in respect of the Acquisition to the Committee on Foreign Investment in the United States ("**CFIUS**") and either:

    (A) CFIUS having concluded its review (or, if applicable, investigation) of the Acquisition and having determined that the Acquisition is not a "covered transaction" and is not subject to further action under the DPA;

    (B) CFIUS having issued written notification that it has concluded all action under the DPA with respect to the Acquisition on terms reasonably satisfactory to ABB and Bidco; or

    (C) CFIUS having sent a report to the President of the United States requesting the President's decision and either:

        (i) the President has announced a decision not to take any action to suspend or prohibit the Acquisition; or

        (ii) the period under the DPA for Presidential action having expired without any such action being taken or announced.

***General Third Party official authorisations and regulatory clearances***

22. No Third Party having intervened (as defined below) and there not continuing to be outstanding any statute, regulation or order of any Third Party in each case which is or is likely to be material in the context of the Wider ABB Group or the Acquisition and which would or might reasonably be expected to:

    (A) make the Ordinary Share Scheme or the Acquisition or, in each case, its implementation or the acquisition or proposed acquisition by ABB or any member of the Wider ABB Group of any shares or other securities in, or control or management of, Rotork or any member of the Wider Rotork Group void, illegal, unlawful and/or unenforceable in any jurisdiction, or otherwise directly or indirectly prevent, prohibit, or materially restrain, restrict or delay the same or impose additional material conditions or obligations with respect to the Ordinary Share Scheme or the Acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Rotork Group by any member of the Wider ABB Group or lead to any order or requirement to wholly or partly unwind the Acquisition, or to sell or divest any material portion of the business of the Wider Rotork Group;

(B) impose any material limitation on the ability of any member of the Wider ABB Group or the Wider Rotork Group to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or other securities in any member of the Wider Rotork Group or to exercise voting or management control over any such member;

(C) require, prevent or materially delay the divestiture or materially alter the terms envisaged for any proposed divestiture by any member of the Wider ABB Group or by any member of the Wider Rotork Group of all or any material portion of their respective businesses, assets or properties or impose any material limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own or control any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider ABB Group taken as a whole or in the context of the Acquisition;

(D) except pursuant to the terms or the implementation of the Ordinary Share Scheme or, if applicable, sections 974 to 991 of the Companies Act, require any member of the Wider ABB Group or the Wider Rotork Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) in any member of the Wider Rotork Group owned by any third party, which, in any such case, is material in the context of the Wider Rotork Group or the Wider ABB Group, respectively, in each case taken as a whole;

(E) require, prevent or materially delay the divestiture or materially alter the terms envisaged for any proposed divestiture by any member of the Wider ABB Group of any shares or other securities (or the equivalent) in any member of the Wider Rotork Group;

(F) impose any material limitation on the ability of any member of the Wider ABB Group or any member of the Wider Rotork Group to conduct, integrate or co-ordinate all, or any part of their respective businesses with all or any part of the business of any other member of the Wider ABB Group and/or the Wider Rotork Group in a manner and to an extent which is materially adverse in the context of the Wider ABB Group and/or the Wider Rotork Group, respectively, in each case taken as a whole or in the context of the Acquisition;

(G) result in any member of the Wider Rotork Group or the Wider ABB Group ceasing to be able to carry on business under any name under which it presently carries on business where this is adverse and material in the context of the Wider Rotork Group or Wider ABB Group, respectively, in each case taken as a whole; or

(H) otherwise materially adversely affect the business, assets, profits or prospects of any member of the Wider Rotork Group or any member of the Wider ABB Group,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could intervene (as defined below) under the laws of any relevant jurisdiction having expired, lapsed, or been terminated.

23. All notifications and applications to and filings with Third Parties which are necessary in connection with the Acquisition having been made, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any relevant jurisdiction having been complied with in each case in connection with the Ordinary Share Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control of, Rotork or any other member of the Wider Rotork Group by any member of the Wider ABB Group or the carrying on by any member of the Wider Rotork Group of any material aspect of its business.

24. All Authorisations which are necessary or are reasonably considered necessary by ABB in any relevant jurisdiction for or in respect of the Ordinary Share Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control of, Rotork or any member of the Wider Rotork Group by any member of the Wider ABB Group or the carrying on by any member of the Wider Rotork Group of its business having been obtained, in terms and in a form reasonably satisfactory to ABB, from all appropriate Third Parties or from any persons or bodies with whom any member of the Wider Rotork Group has entered into contractual arrangements in each case where the absence of such Authorisation would have a material adverse effect on the Rotork Group taken as a whole and all such Authorisations remaining in full

force and effect and there being no notice of any intention to revoke, suspend, restrict, modify or not to renew any of the same.

***Certain matters arising as a result of any arrangement, agreement etc.***

25. Except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise or other instrument to which any member of the Wider Rotork Group is a party, or by or to which any such member or any of its assets is or are bound, entitled or subject, or any circumstance which, in each case as a consequence of the Ordinary Share Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control of, Rotork or any other member of the Wider Rotork Group by any member of the Wider ABB Group or otherwise would reasonably be expected to result in any of the following (in each case to an extent which is or would be material and adverse in the context of the Wider Rotork Group taken as a whole):

(A) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any member of the Wider Rotork Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its stated maturity date or repayment date, or the ability of any member of the Wider Rotork Group to borrow monies or incur any indebtedness being withdrawn or inhibited or becoming capable of being withdrawn or inhibited;

(B) the creation (other than in the ordinary course of business) or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider Rotork Group or any such mortgage, charge or other security interest (wherever created, arising or having arisen) becoming enforceable;

(C) any such arrangement, agreement, licence, permit, franchise or instrument, or the rights, liabilities, obligations or interests of any member of the Wider Rotork Group thereunder being terminated or adversely modified or affected or any adverse action being taken or any obligation or liability arising thereunder;

(D) any asset or interest of any member of the Wider Rotork Group being or falling to be disposed of or charged or ceasing to be available to any member of the Wider Rotork Group or any right arising under which any such asset or interest could be required to be disposed of or could cease to be available to any member of the Wider Rotork Group otherwise than in the ordinary course of business;

(E) any member of the Wider Rotork Group ceasing to be able to carry on business under any name under which it presently carries on business;

(F) the creation of liabilities (actual or contingent) by any member of the Wider Rotork Group other than in the ordinary course of business;

(G) the rights, liabilities, obligations or interests of any member of the Wider Rotork Group under any such arrangement, agreement, licence, permit, franchise or other instrument or the interests or business of any such member in or with any other person, firm, company or body (or any arrangement or arrangements relating to any such interests or business) being terminated or adversely modified or affected; or

(H) the financial or trading position or the prospects of any member of the Wider Rotork Group being prejudiced or adversely affected,

and no event having occurred which, under any provision of any such arrangement, agreement, licence, permit or other instrument, would reasonably be expected to result in any of the events or circumstances which are referred to in paragraphs (A) to (H) of this Condition 25 which, in any such case, is material in the context of the Wider Rotork Group taken as a whole.

***Certain events occurring since 31 December 2025***

26. Since 31 December 2025 and except as Disclosed, no member of the Wider Rotork Group having:

(A) save as between Rotork and wholly-owned subsidiaries of Rotork or between wholly-owned subsidiaries of Rotork or for the grant of options and vesting of awards and other rights granted under the Rotork Share Plans, issued or agreed to issue, or authorised the issue of, additional shares of any class, or securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities or transferred or sold any shares out of treasury;

(B) purchased or redeemed or repaid any of its own shares or other securities or reduced or made any other change to any part of its share capital which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(C) other than the Rotork Permitted Dividend or in respect of, and in accordance with the terms of, the Rotork Preference Shares, recommended, declared, paid or made any dividend or other distribution (whether payable in cash or otherwise) or made any bonus issue (in each case, other than to Rotork or a wholly-owned subsidiary of Rotork);

(D) except in the ordinary course of business or as between Rotork and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, made or authorised any material change in its loan capital;

(E) except as between Rotork and its wholly-owned subsidiaries or between such wholly-owned subsidiaries or otherwise in the ordinary course of business, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged, charged or created any security interest over any assets or any right, title or interest in any assets (including shares and trade investments) or authorised the same which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(F) issued or authorised the issue of, or made any change in or to, any debentures or (except in the ordinary course of business or except as between Rotork and its wholly-owned subsidiaries or between such wholly-owned subsidiaries) incurred or increased any indebtedness or liability (actual or contingent) which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(G) entered into, varied, or authorised any agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:

(i) is of a long term, onerous or unusual nature or magnitude or which is reasonably likely to involve an obligation of such nature or magnitude;

(ii) restricts the business of any member of the Wider Rotork Group; or

(iii) involves an obligation of such nature or magnitude which is other than in the ordinary course of business,

and which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(H) except as between Rotork and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, entered into, implemented, effected or authorised any merger, demerger, reconstruction, amalgamation, scheme, commitment or other transaction or arrangement in respect of itself or another member of the Wider Rotork Group otherwise than in the ordinary course of business which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(I) entered into or varied the terms of, any contract, agreement or arrangement with any of the Rotork Directors or members of the Rotork Management Board which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(J) other than in respect of any member of the Wider Rotork Group which is dormant and was solvent at the relevant time, taken any corporate action or had any legal proceedings instituted or threatened against it or petition presented or order made for its winding-up (voluntarily or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any material part of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which, in any such case, is materially adverse in the context of the Wider Rotork Group taken as a whole;

(K) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(L) waived or compromised any claim, otherwise than in the ordinary course of business, which is material in the context of the Wider Rotork Group taken as a whole;

(M) except in connection with the implementation of the Ordinary Share Scheme and/or the Preference Share Scheme, made any alteration to its memorandum or articles of association which is material in the context of the Acquisition;

(N) made or agreed or consented to any material change to:

(i) the terms of the trust deeds or other governing documents constituting the pension scheme(s) established by any member of the Wider Rotork Group for its directors, employees or their dependants;

(ii) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;

(iii) the basis on which qualification for, or accrual or entitlement to such benefits or pensions are calculated or determined; or

(iv) the basis upon which the liabilities (including pensions) or such pension schemes are funded, valued or made,

in each case, which has an effect that is material in the context of the Wider Rotork Group taken as a whole;

(O) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider Rotork Group in a manner which is material in the context of the Wider Rotork Group taken as a whole; or

(P) entered into any agreement, commitment or arrangement or passed any resolution or made any offer (which remains open for acceptance) or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this Condition 26;

**No adverse change, litigation or regulatory enquiry**

27. Since 31 December 2025 and except as Disclosed:

(A) there having been no adverse change or deterioration in the business, assets, financial or trading positions or profit or prospects of any member of the Wider Rotork Group which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(B) no contingent or other liability of any member of the Wider Rotork Group having arisen or become apparent or increased other than in the ordinary course of business which would or is expected to adversely affect the business, assets, financial or trading positions or profit or prospects of any member of the Wider Rotork Group and, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(C) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Rotork Group is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Wider Rotork Group to an extent which, in any such case, would have an adverse effect that is material in the context of the Wider Rotork Group taken as a whole;

(D) (other than as a result of the Acquisition) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or against or remaining outstanding against or in respect of any member of the Wider Rotork Group to an extent which, in any such case, would have an adverse effect that is material in the context of the Wider Rotork Group taken as a whole;

(E) from the beginning of the "relevant period" as defined in the Takeover Code, other than with the consent of ABB, no action having been taken or proposed by any member of the Wider Rotork Group, or having been approved by Rotork Ordinary Shareholders or consented to by the Panel, which falls or would fall within or under Rule 21.1 of the Takeover Code or which otherwise is or would be materially inconsistent with the implementation by ABB of the Acquisition on the basis contemplated as at the date of this Document;

(F) no member of the Wider Rotork Group having conducted its business in breach of any applicable laws and regulations which, in any such case, is material in the context of the Wider Rotork Group taken as a whole; and

(G) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Rotork Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which has, had or would have an adverse effect that is material in the context of the Wider Rotork Group taken as a whole.

**No discovery of certain matters**

28. Except as Disclosed, ABB not having discovered that:

(A) any financial or business or other information concerning the Wider Rotork Group disclosed at any time by or on behalf of any member of the Wider Rotork Group, whether publicly, to any member of the Wider ABB Group or to any of their advisers or otherwise, is materially misleading, contains any material misrepresentation of fact or omits to state a fact necessary to make that information not misleading where the relevant information had not subsequently been corrected prior to the date of the Announcement, either publicly via a Regulatory Information Service or otherwise to any member of the Wider ABB Group, where such misrepresentation or omission is material in the context of the Wider Rotork Group taken as a whole;

(B) any member of the Wider Rotork Group is subject to any liability (actual or contingent) which is material in the context of the Wider Rotork Group taken as a whole;

(C) any information which affects the import of any information Disclosed at any time by or on behalf of any member of the Wider Rotork Group and which is material in the context of the Wider Rotork Group taken as a whole;

(D) any past or present member of the Wider Rotork Group has not complied with any applicable legislation or regulations of any jurisdiction with regard to the use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human or animal health, or otherwise relating to environmental matters or the health and safety of any person, or that there has otherwise been any such use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission (whether or not this constituted a non-compliance by any person with any legislation or regulations and wherever the same may have taken place) which, in any case, would be likely to give rise to any liability (whether actual or contingent) or cost on the part of any member of the

Wider Rotork Group, which, in any such case, is material in the context of the Wider Rotork Group taken as a whole;

(E) there is, or is likely to be, any material obligation or liability, whether actual or contingent, to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider Rotork Group or any other property or any controlled waters under any environmental legislation, regulation, notice, circular, order or other lawful requirement of any relevant authority or Third Party or otherwise, which, in any such case, is material in the context of the Wider Rotork Group taken as a whole; or

(F) that circumstances exist whereby a person or class of persons would be likely to have a claim in respect of any product or process of manufacture or materials used therein now or previously manufactured, sold or carried out by any past or present member of the Wider Rotork Group, which, in any such case, is material in the context of the Wider Rotork Group taken as a whole.

**Anti-corruption, sanctions and criminal property**

29. Except as Disclosed, ABB not having discovered that:

(A) (i) any past or present member, director, officer or employee of the Wider Rotork Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, the UK Economic Crime and Corporate Transparency Act 2023 (the "**ECCTA**"), or any other applicable anti-corruption, anti-bribery or anti-fraud law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks or (ii) any person that performs or has performed services for or on behalf of the Wider Rotork Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, the ECCTA or any other applicable anti-corruption, anti-bribery or anti-fraud law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks;

(B) (i) any asset of any member of the Wider Rotork Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or (ii) any member of the Wider Rotork Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering; or

(C) any past or present member, director, officer or employee of the Rotork Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:

(i) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or the UK Office of Financial Sanctions Implementation;

(ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the US, the European Union or any of its member states save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law;

(iii) any past or present member, director, officer or employee of the Rotork Group, or any other person for whom any such person may be liable or responsible (i) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the US Anti-Terrorism Act; (ii) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the US Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the US Department of State (iii) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or (iv) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organisation or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or

(iv) a member of the Rotork Group has engaged in any transaction which would cause ABB and/or Bidco to be in breach of any law or regulation upon its acquisition of Rotork, including the economic sanctions of the United States Office of Foreign Assets Control, the UK Office of Financial Sanctions Implementation or any other relevant government authority, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of applicable Blocking Law.

For the purpose of these Conditions:

(A) "**Authorisations**" means authorisations, orders, grants, recognitions, determinations, certificates, confirmations, consents, licences, clearances, rulings, judgements, provisions and approvals, in each case, of a Third Party.

(B) "**Blocking Law**" means (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union); or (ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of assimilated UK law by virtue of the European Union (Withdrawal) Act 2018, as amended.

(C) "**Third Party**" means any central bank, government, government department or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, agency, association, organisation, arbitrator, arbitral tribunal, institution, authority (including any national, supranational, federal, state, municipal or other governmental authority, entity, agency, commission, court or instrumentality (or other sub-division thereof) exercising executive, legislative, judicial, regulatory or administrative functions) or professional or environmental body or any other person or body whatsoever in any relevant jurisdiction, including, for the avoidance of doubt, the Panel.

(D) A Third Party shall be regarded as having "**intervened**" if it has given notice of a decision to take, institute, initiate, issue, enforce, implement or threaten any action, proceeding, suit, investigation, enquiry, injunction or reference (and, in each case, not having withdrawn the same) or having made, proposed, promulgated or enacted any statute, regulation, decision, law or order or taken any measures or other steps or required any action to be taken or information to be provided, in each case in connection with the Acquisition, and "intervene" shall be construed accordingly.

## Part B

## Certain further terms of the Acquisition

1. Subject to the requirements of the Panel and the Takeover Code, ABB reserves the right, in its sole discretion, to waive, in whole or in part, all or any of the Conditions set out in Part A of this Part III (*Conditions and Further Terms*), except Conditions 2(A)(i), 2(B)(i), 2(C)(i) and 2(D), which cannot be waived. The deadlines in any of Conditions 2(A)(ii), 2(B)(ii) and 2(C)(ii) may be extended to such later date as (i) may be agreed by ABB and Rotork or (ii) in a competitive situation, as may be specified by ABB with the consent of the Panel, and, in each case, with the approval of the Court if such approval is required. If any of Conditions 2(A)(ii), 2(B)(ii) and 2(C)(ii) is not satisfied by the relevant deadline specified in the relevant Condition, ABB shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with Rotork (or, as the case may be, the Panel) to extend the relevant deadline.

2. ABB shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of Conditions 3 to 29 (inclusive) in Part A of this Part III (*Conditions and Further Terms*), notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are, at such earlier date, no circumstances indicating that any Condition may not be capable of fulfilment.

3. Subject to paragraph 4 below, under Rule 13.5(a) of the Takeover Code, ABB may only invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to ABB in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.

4. Conditions 1 and 2 in Part A of this Part III (*Conditions and Further Terms*), and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Takeover Code.

5. Any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by ABB.

6. The Ordinary Share Scheme will not become effective unless the Conditions have been fulfilled or (to the extent capable of waiver) waived or, where appropriate, have been determined by ABB to be or remain satisfied by no later than the Long Stop Date.

7. If the Panel requires ABB to make an offer for Rotork Ordinary Shares under the provisions of Rule 9 of the Takeover Code, ABB may make such alterations to the Conditions as are necessary to comply with the provisions of that Rule.

8. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

9. ABB reserves the right to elect, with the consent of the Panel (where required), and subject to the terms of the Co-operation Agreement, to implement the Acquisition by way of a Takeover Offer (through Bidco) as an alternative to the Ordinary Share Scheme. In such event, the Takeover Offer shall be implemented on substantially the same terms, so far as applicable, as those which would apply to the Ordinary Share Scheme, subject to any necessary amendments to reflect the change in method of implementation and the terms of the Co-operation Agreement, including (without limitation) the inclusion of an acceptance condition set at such number of Rotork Ordinary Shares as represents 75 per cent. of the voting rights attaching to Rotork Ordinary Shares (or, subject to the terms of the Co-operation Agreement, such lesser percentage as ABB and Rotork may determine, with the consent of the Panel, being in any case more than 50 per cent. of the Rotork Ordinary Shares).

10. The Rotork Ordinary Shares will be acquired by Bidco fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and other third party rights of any nature whatsoever and together with all rights attaching to them as at the date of the Announcement or

subsequently attaching or accruing to them, including the right to receive and retain, in full, all dividends and other distributions (if any) declared, made, paid or payable, or any other return of capital made, on or after the date of the Announcement (other than the Rotork Permitted Dividend).

11. If, on or after the date of the Announcement and prior to the Effective Date, any dividend, distribution or other return of capital is declared, made or paid or becomes payable, in respect of the Rotork Ordinary Shares other than, or in excess of, the Rotork Permitted Dividend, ABB reserves its right (without prejudice to any right of ABB to invoke Condition 26(C) of Part A of this Part III *(Conditions and Further Terms)*) to reduce the Cash Consideration payable by up to the amount of such dividend, distribution or return of capital which exceeds the Rotork Permitted Dividend, in which case any reference in this Document to the Cash Consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. To the extent that any such dividend, distribution or other return of capital is declared, made or paid or becomes payable and it is: (i) transferred pursuant to the Acquisition on a basis which entitles ABB to receive the dividend or distribution or return of capital and to retain it; or (ii) cancelled, the consideration payable under the terms of the Acquisition will not be subject to change in accordance with this paragraph. Any exercise by ABB of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.

12. The Acquisition will be subject, inter alia, to the Conditions and certain other terms which are set out in this Document and such further terms as may be required to comply with the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange and the FCA.

13. The availability of the Acquisition to persons not resident in the United Kingdom or the United States may be affected by the laws of the relevant jurisdictions. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom or the United States should inform themselves about and observe any applicable requirements. Further details in relation to Overseas Shareholders are set out in paragraph 19 of Part II (*Explanatory Statement*) of this Document.

14. The Acquisition is governed by the laws of England and Wales and is subject to the jurisdiction of the courts of England and Wales and to the Conditions and further terms set out in Part A and Part B of this Part III (*Conditions and Further Terms*). The Ordinary Share Scheme will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange and the FCA.

## Part C

## Conditions to the Preference Share Scheme and the Preference Share Acquisition

**Ordinary Share Scheme condition**

1. The Preference Share Acquisition is conditional upon the Ordinary Share Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11:59 p.m. on the Long Stop Date (or such later date as Rotork and ABB may agree).

**Preference Share Scheme approval**

2. The Preference Share Scheme is subject to the following Preference Scheme Conditions, which in each case must be satisfied (or, if applicable, waived) by no later than 11:59 p.m. on the Long Stop Date (or such later date as Rotork and ABB may agree):

   (A) its approval by a majority in number of, representing not less than 75 per cent. in value of the Preference Scheme Shares held by, Preference Scheme Shareholders (or each of the relevant classes thereof, if applicable) present and voting (and entitled to vote), either in person or by proxy, at the Preference Share Court Meeting (or at any separate class meeting, if applicable), or at any adjournment thereof;

   (B) the sanction of the Preference Share Scheme by the Court with or without modification (with any such modification being on terms acceptable to ABB and Rotork); and

   (C) the delivery of a copy of the Preference Share Court Order to the Registrar of Companies.

## Part D

## Certain further terms of the Preference Share Acquisition

1. ABB reserves the right to waive all or any of the Preference Scheme Conditions set out in Part C of this Part III (*Conditions and Further Terms*) provided that no Preference Scheme Condition may be waived by ABB without the consent of Rotork and (if required) the Court.

2. The Preference Share Scheme will not become Effective unless the Preference Scheme Conditions have been fulfilled or waived (as applicable) by no later than 11.59 p.m. on the Long Stop Date (or such later date as Rotork and ABB may agree).

3. Each of the Preference Scheme Conditions shall be regarded as a separate Preference Scheme Condition and shall not be limited by reference to any other Preference Scheme Condition.

4. ABB reserves the right to elect, to implement the Preference Share Acquisition by way of a takeover offer (through Bidco) as an alternative to the Preference Share Scheme. In such event, the takeover offer shall be implemented on substantially the same terms, so far as applicable, as those which would apply to the Preference Share Scheme, subject to any necessary amendments to reflect the change in method of implementation.

5. The Rotork Preference Shares will be acquired by Bidco fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and other third party rights of any nature whatsoever and together with all rights attaching to them as at the date of this Document or subsequently attaching or accruing to them, including the right to receive and retain, in full, all dividends and other distributions (if any) declared, made, paid or payable, or any other return of capital made, on or after the date of this Document (other than the dividends declared and paid or which become payable on the Rotork Preference Shares in accordance with their existing terms up to the date on which the Preference Share Scheme becomes Effective).

6. If, on or after the date of this Document and prior to the Preference Share Scheme becoming Effective, any repayment of capital is made in respect of the Rotork Preference Shares, ABB reserves its right to reduce the Preference Cash Consideration payable by up to the amount of such repayment of capital, in which case any reference in this Document to the Preference Cash Consideration payable under the terms of the Preference Share Acquisition will be deemed to be a reference to the consideration as so reduced. To the extent that any such repayment of capital is made and it is: (i) transferred pursuant to the Preference Share Acquisition on a basis which entitles ABB to receive the repayment of capital and to retain it; or (ii) cancelled, the consideration payable under the terms of the Preference Share Acquisition will not be subject to change in accordance with this paragraph. Any exercise by ABB of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Preference Share Acquisition.

7. The Preference Share Acquisition will be subject, inter alia, to the Preference Scheme Conditions and certain other terms which are set out in this Document and such further terms as may be required to comply with the applicable requirements of the London Stock Exchange and the FCA.

8. The availability of the Preference Share Acquisition to persons not resident in the United Kingdom or the United States may be affected by the laws of the relevant jurisdictions. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom or the United States should inform themselves about and observe any applicable requirements. Further details in relation to the Overseas Shareholders are contained in paragraph 19 of Part II (*Explanatory Statement*) of this Document.

9. The Preference Share Acquisition is governed by the laws of England and Wales and is subject to the jurisdiction of the courts of England and Wales and to the Preference Scheme Conditions and further terms set out in Part C of this Part III (*Conditions and Further Terms*). The Preference Share Scheme will be subject to the applicable requirements of the London Stock Exchange and the FCA.

## Part IV

# THE ORDINARY SHARE SCHEME OF ARRANGEMENT

**IN THE HIGH COURT OF JUSTICE** **CR-2026-005429**
**BUSINESS AND PROPERTY COURTS**
**OF ENGLAND AND WALES**
**COMPANIES COURT (ChD)**

**IN THE MATTER OF ROTORK PLC**

and

**IN THE MATTER OF THE COMPANIES ACT 2006**

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**SCHEME OF ARRANGEMENT**

*(under Part 26 of the Companies Act 2006)*

between

**ROTORK PLC**

and

**THE HOLDERS OF ORDINARY SCHEME SHARES**

(as hereinafter defined)

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**PRELIMINARY**

(A) In this Ordinary Share Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

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| "**ABB**" | ABB Ltd, the ultimate parent company of Bidco; |
| "**Acquisition**" | the recommended cash acquisition by Bidco of the entire issued and to be issued ordinary share capital of Rotork to be effected by means of this Ordinary Share Scheme; |
| "**Bidco**" | ABB Automation Holding UK Limited, a company incorporated in England and Wales with registered number 17332914, and an indirect wholly-owned subsidiary of ABB; |
| "**Bidco Group**" | Bidco and its subsidiary undertakings and parent undertakings from time to time; |
| "**Business Day**" | a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business in London; |
| "**Cash Consideration**" | 503 pence per Ordinary Scheme Share; |
| "**certificated form**" or "**in certificated form**" | a share or other security which is not in uncertificated form (that is, not in CREST); |
| "**Companies Act**" | the Companies Act 2006, as amended from time to time; |

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| "**Conditions**" | the conditions to the implementation of the Acquisition, as set out in Part A of Part III (*Conditions and Further Terms*) of the Scheme Document and "**Condition**" shall mean any one of them; |
| "**Court**" | the High Court of Justice in England and Wales; |
| "**Court Sanction Date**" | the date on which the Ordinary Share Scheme is sanctioned by the Court; |
| "**CREST**" | the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear; |
| "**DABP**" | Rotork's Deferred Annual Bonus Plan initially adopted by the Rotork Directors on 1 March 2018, the amended version having been adopted by the Rotork Directors on 7 March 2025, as further amended from time to time; |
| "**Effective Date**" | the date on which this Ordinary Share Scheme becomes effective in accordance with its terms; |
| "**Equiniti**" | Equiniti Limited; |
| "**Euroclear**" | Euroclear UK & International Limited; |
| "**Excluded Ordinary Shares**" | any Rotork Ordinary Shares which are:<br>a) registered in the name of or beneficially owned by Bidco and/or any other member of the Bidco Group (and/or any nominee of the foregoing); or<br>b) held in treasury by Rotork,<br>in each case at the Ordinary Share Scheme Record Time; |
| "**GESP**" | Rotork's Global Employee Share Plan as adopted by the Rotork Directors on 28 July 2022, as amended from time to time; |
| "**holder**" | a registered holder and includes any person(s) entitled by transmission; |
| "**Instrument(s) of Transfer**" | has the meaning given to it in clause 1.3; |
| "**Latest Practicable Date**" | 4 August 2026; |
| "**Long Stop Date**" | 16 July 2027, or such later date as may apply pursuant to the operation of clause 7.2; |
| "**LTIP**" | Rotork's 2019 Long Term Incentive Plan approved by Rotork Ordinary Shareholders on 26 April 2019 and adopted by the Rotork Directors on 16 May 2019, as amended from time to time; |
| "**Ordinary Sanctioned Shareholder**" | any person owning, holding or controlling a direct or indirect interest in Ordinary Scheme Shares who is a Sanctioned Person where the Sanctions that directly or indirectly apply to such person prohibit or restrict any relevant person from: (i) dealing in any Rotork Ordinary Shares which such person (directly or indirectly, including as a custodian or nominee) owns, holds or controls; or (ii) dealing in any consideration payable by Bidco for the Ordinary Scheme Shares to or for the benefit of such person (including, accepting, receiving, holding or transferring such consideration); |

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| “**Ordinary Scheme Shareholders**” | the holders of Ordinary Scheme Shares; |
| “**Ordinary Scheme Shares**” | the Rotork Ordinary Shares:<br>a) in issue as at the date of this Ordinary Share Scheme;<br>b) (if any) issued after the date of this Ordinary Share Scheme but prior to the Ordinary Share Voting Record Time; and/or<br>c) (if any) issued on or after the Ordinary Share Voting Record Time and before the Ordinary Share Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by this Ordinary Share Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by this Ordinary Share Scheme,<br>in each case, which remain in issue at the Ordinary Share Scheme Record Time, but excluding any Excluded Ordinary Shares; |
| “**Ordinary Share Court Meeting**” | the meeting of Ordinary Scheme Shareholders to be convened by an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Ordinary Share Scheme (with or without amendment), including any postponement or adjournment thereof, notice of which is set out in Part X (*Notice of Ordinary Share Court Meeting*) of the Scheme Document; |
| “**Ordinary Share General Meeting**” | the meeting of Rotork Ordinary Shareholders (including any adjournment or postponement thereof) convened in connection with the Ordinary Share Scheme by the notice set out in Part XI (*Notice of Ordinary Share General Meeting*) of the Scheme Document; |
| “**Ordinary Share Scheme**” | this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Rotork and Bidco; |
| “**Ordinary Share Scheme Record Time**” | 6.00 p.m. on the Business Day immediately prior to the Effective Date (or such other date and/or time as Bidco and Rotork may agree); |
| “**Ordinary Share Voting Record Time**” | 6.30 p.m. on the day which is two (2) Business Days prior to the date of the Ordinary Share Court Meeting or, if the Ordinary Share Court Meeting is adjourned or postponed, 6.30 p.m. on the day which is two (2) Business Days before the day of such adjourned or postponed Ordinary Share Court Meeting; |
| “**Panel**” | the Panel on Takeovers and Mergers; |
| “**Register**” | the register of members of the Company; |
| “**Registrar**” | Equiniti, the Company’s registrars; |
| “**Registrar of Companies**” | the Registrar of Companies in England and Wales; |
| “**Regulations**” | the Uncertificated Securities Regulations 2001 (SI 2001/3755); |
| “**Release Date**” | has the meaning given in clause 1.2; |

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| "**Rotork**" or the "**Company**" | Rotork plc, a company incorporated in England and Wales with registered number 00578327; |
| "**Rotork Directors**" | the directors of Rotork from time to time; |
| "**Rotork Group**" | Rotork and its subsidiary undertakings from time to time and, where the context permits, each of them; |
| "**Rotork Ordinary Shareholders**" | the holders of Rotork Ordinary Shares; |
| "**Rotork Ordinary Shares**" | the existing unconditionally allotted or issued and fully paid ordinary shares of 0.5 pence each in the capital of Rotork and any further such ordinary shares which are unconditionally allotted or issued before the Ordinary Share Scheme becomes effective, and "**Rotork Ordinary Share**" shall be construed accordingly; |
| "**Rotork Permitted Dividend**" | a dividend of up to 3 pence per Rotork Ordinary Share; |
| "**Rotork Preference Shareholders**" | the holders of Rotork Preference Shares; |
| "**Rotork Preference Shares**" | the non-equity 9.5 per cent. cumulative preference shares of £1.00 each in the capital of Rotork and any further such preference shares which are unconditionally allotted or issued before the Preference Share Scheme becomes effective; |
| "**Rotork Share Plans**" | the DABP, the GESP, the LTIP, the Sharesave and the SIP; |
| "**Sanction Hearing**" | the hearing by the Court of the application to sanction the Ordinary Share Scheme under Part 26 of the Companies Act; |
| "**Sanctioned Country**" | any country or territory that is the target of any comprehensive country or territory-wide Sanctions (being Sanctions which generally prohibit all dealing with persons in such country or territory), which countries and territories, as at the Latest Practicable Date, are Cuba, Iran, North Korea, the Crimea and the separatist-controlled portions of the Luhansk and Donetsk regions of Ukraine; |
| "**Sanctioned Person**" | any person or entity that is: (i) listed or referred to on any Sanctions List; (ii) resident in, ordinarily located in or incorporated or domiciled under the laws of any Sanctioned Country; (iii) owned or controlled by a person or persons referred to in (i) or (ii); or (iv) otherwise specifically targeted by any Sanctions; |
| "**Sanctions**" | any economic or financial sanctions laws or regulations, administered, enacted or enforced by any Sanctions Authority; |
| "**Sanctions Authority**" | the governmental and regulatory authorities and institutions responsible for the implementation and/or enforcement of financial and economic sanctions in each of: (i) the United Kingdom; (ii) the European Union and any member state thereof; (iii) the United States; (iv) the United Nations; or (v) any other jurisdiction where such jurisdiction's laws are applicable to and binding on Bidco or Rotork; |
| "**Sanctions Licence**" | a licence, consent or other authorisation, or a written confirmation, made or issued by a Sanctions Authority pursuant to, or in connection with, Sanctions; |

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| "**Sanctions List**" | the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions maintained by the European Commission, the UK Sanctions List maintained by the UK Foreign, Commonwealth & Development Office, or any other public list of persons targeted by Sanctions maintained by, or public announcement of Sanctions designation made by, any Sanctions Authority; |
| "**Scheme Document**" | the document of which this Ordinary Share Scheme forms part, dated 6 August 2026 and addressed to Rotork Ordinary Shareholders and Rotork Preference Shareholders; |
| "**Sharesave**" | Rotork's Sharesave Scheme as approved by Rotork Ordinary Shareholders on 21 May 2004 and by HMRC on 10 August 2004, further approved by Rotork Ordinary Shareholders on 28 April 2013, amended as approved by the remuneration committee of Rotork on 28 February 2007, 24 June 2011 and 5 August 2014 and amended as approved by the Rotork Directors on 24 February 2023 and Rotork Ordinary Shareholders on 28 April 2023, as further amended from time to time; |
| "**SIP**" | Rotork's Share Incentive Plan as adopted pursuant to a resolution dated 23 May 2002 and as amended pursuant to resolutions dated 20 April 2012, 29 April 2022 and 9 October 2025, as further amended from time to time; |
| "**Takeover Code**" | the City Code on Takeovers and Mergers; |
| "**UK**" | the United Kingdom of Great Britain and Northern Ireland; and |
| "**uncertificated form**" or "**in uncertificated form"** | a share or other security recorded on the relevant register as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST. |

(B) In this Ordinary Share Scheme: (i) references to clauses are to clauses of this Ordinary Share Scheme; (ii) all references to time are to London time; (iii) all references to statutory provisions or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made hereunder or deriving validity therefrom; (iv) references to "**pounds sterling**", "**£**", and "**pence**", are to the lawful currency of the UK; (v) a reference to "**includes**" shall mean "**includes without limitation**", and references to "**including**" and any similar term shall be construed accordingly; (vi) references to a "**person**" include any individual, an individual's executors or administrators, a partnership, a firm, a body corporate (wherever incorporated), an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture, association, works council or employee representative body (in any case, whether or not having separate legal personality); and (vii) where the context so admits or requires, the plural includes the singular and vice versa.

(C) As at the Latest Practicable Date, the issued ordinary share capital of Rotork was £4,085,631 divided into 817,126,239 ordinary shares of 0.5 pence each, all of which are credited as fully paid up. There are no Rotork Ordinary Shares held by the Company in treasury.

(D) As at the Latest Practicable Date, there are subsisting options and awards to acquire up to 9,589,715 Rotork Ordinary Shares under the Rotork Share Plans.

(E) ABB was incorporated on 5 March 1999 under the laws of Switzerland with registered number CHE-101.049.653.

(F) Bidco was incorporated on 10 July 2026 under the laws of England and Wales as a private limited company with registered number 17332914 for the purposes of the Acquisition and is indirectly wholly-owned by ABB.

(G) As at the Latest Practicable Date, no member of the Bidco Group holds any Rotork Ordinary Shares.

(H) Bidco has agreed, subject to the satisfaction or (where applicable) waiver of the Conditions to appear by counsel at the Sanction Hearing, to consent to this Ordinary Share Scheme and to undertake to the Court to be bound by the provisions of this Ordinary Share Scheme and to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to this Ordinary Share Scheme.

**1. TRANSFER OF ORDINARY SCHEME SHARES**

1.1 Upon and with effect from the Effective Date, Bidco (or such of its nominee(s) as are agreed between Bidco and Rotork) shall acquire all the Ordinary Scheme Shares, fully paid up with full title guarantee, and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and other third party rights and interests of any nature and together with all rights attaching or accruing to them on and from the Effective Date, including voting rights and the right to receive and retain in full all dividends and other distributions and any return of capital (whether by way of a reduction of share capital or share premium account or otherwise) declared, made or paid or becoming payable by the Company by reference to a record date falling on or after the Effective Date.

1.2 Notwithstanding clause 1.1, no right, title or interest in any Ordinary Scheme Shares held directly or indirectly by or on behalf of an Ordinary Scheme Shareholder who is, or whom Bidco reasonably believes to be, at the Ordinary Share Scheme Record Time, an Ordinary Sanctioned Shareholder, shall be transferred to Bidco on the Effective Date where such a transfer would cause any person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person, but shall, subject to the Ordinary Share Scheme becoming Effective, be transferred to Bidco upon the earlier of the date on which: (i) each direct and indirect interest holder in such Ordinary Scheme Shares ceases to be an Ordinary Sanctioned Shareholder; (ii) Bidco no longer reasonably believes that any direct or indirect interest holder in such Ordinary Scheme Shares is an Ordinary Sanctioned Shareholder; or (iii) all necessary Sanctions Licences have been made or issued to ensure that no person will violate any Sanctions or be exposed to a reasonable risk of being targeted as a Sanctioned Person as a consequence of Bidco (or its nominee(s)) acquiring such Ordinary Scheme Shares (such date being, for each such Ordinary Sanctioned Shareholder, their relevant "**Release Date**").

1.3 For the purpose of such acquisition set out in clauses 1.1 and 1.2, the Ordinary Scheme Shares shall be transferred to Bidco (and/or its nominee(s)) by means of a form or forms of transfer or other instruments or instructions of transfer (the "**Instrument(s) of Transfer**") and, to give effect to such transfers, any person may be appointed by the Company or Bidco as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the relevant holder of Ordinary Scheme Shares to execute and deliver as transferor such Instrument(s) of Transfer (whether as a deed or otherwise) or give any instructions to transfer any Ordinary Scheme Shares and every Instrument of Transfer so executed or instruction so given shall be effective as if it had been executed or given by the holder or holders of the Ordinary Scheme Shares thereby transferred. Such Instrument(s) of Transfer shall be deemed to be the principal instrument(s) of transfer and the equitable or beneficial interest in the Ordinary Scheme Shares shall only be transferred to Bidco (and/or its nominee(s)), together with the legal interest in such Ordinary Scheme Shares, pursuant to such Instrument(s) of Transfer.

1.4 With effect from the Effective Date and pending transfer of the Ordinary Scheme Shares pursuant to clauses 1.1, 1.2 and 1.3 of this Ordinary Share Scheme and the updating of the Register to reflect such transfer, each Ordinary Scheme Shareholder irrevocably:

(A) appoints Bidco (and/or its nominee(s)) as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Ordinary Scheme Shareholder) any voting rights attached to its Ordinary Scheme Shares and any or all rights and privileges (including the right to requisition the convening of any general meeting of the Company or of any class of its shareholders) attaching to its Ordinary Scheme Shares;

(B) appoints Bidco (and/or its nominee(s)) and any one or more of its directors or agents to sign on behalf of such Ordinary Scheme Shareholder any such documents, and to do such things, as may in the opinion of Bidco and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Ordinary Scheme Shares (including an authority to sign any consent to short notice of any general or separate class meeting of the Company as attorney or agent for, and on behalf of, such Ordinary Scheme Shareholder and/or to attend and/or to execute a form of proxy in respect of its Ordinary Scheme Shares appointing any person nominated by Bidco and/or any one or more of its directors or agents to attend any general and separate class meetings of the Company (or any adjournment or postponement thereof) and to exercise or refrain from exercising the votes attaching to the Ordinary Scheme Shares on such Ordinary Scheme Shareholder's behalf); and

(C) authorises the Company and/or its agents to send to Bidco (and/or its nominee(s)) any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of the Company in respect of such Ordinary Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Ordinary Scheme Shares into certificated form),

such that from the Effective Date, and without prejudice to the rights of each Ordinary Scheme Shareholder to receive the Cash Consideration, no Ordinary Scheme Shareholder shall be entitled to exercise any voting rights attached to the Ordinary Scheme Shares or any other rights or privileges attaching to the Ordinary Scheme Shares otherwise than in accordance with the directions of Bidco. In respect of any Ordinary Scheme Shares held directly or indirectly by or on behalf of any Ordinary Sanctioned Shareholder, the provisions of clause 1.4 shall only apply in respect of such Ordinary Scheme Shares with effect from the relevant Release Date.

1.5 The authorities granted pursuant to clauses 1.3 and 1.4 shall be treated for all purposes as having been granted by way of deed.

## 2. CONSIDERATION FOR THE TRANSFER OF ORDINARY SCHEME SHARES

2.1 In consideration for the transfer of the Ordinary Scheme Shares to Bidco (and/or its nominee(s)) pursuant to clause 1 of this Ordinary Share Scheme and subject to the remaining provisions of this Ordinary Share Scheme, Bidco shall pay or procure that there shall be paid to or for the account of each Ordinary Scheme Shareholder (as appearing in the Register at the Ordinary Share Scheme Record Time):

**for each Ordinary Scheme Share** **503 pence in cash**

2.2 If any dividend, distribution or other return of capital is declared, made, paid or becomes payable by Rotork in respect of the Rotork Ordinary Shares, other than, or in excess of, the Rotork Permitted Dividend, on or after the date of the Announcement and prior to the Effective Date, Bidco shall be entitled to reduce the Cash Consideration by an amount up to the amount of such dividend, distribution or other return of capital (calculated, for the avoidance of doubt, on a per Ordinary Scheme Share basis) which exceeds the Rotork Permitted Dividend.

2.3 Subject always to clause 2.4, if Bidco exercises the right referred to in clause 2.2 to reduce the Cash Consideration payable under clause 2.1 by all or part of the amount of the dividend and/or other distribution and/or return of capital that has not been paid but is payable by reference to a record date prior to the Effective Date:

(A) Rotork Ordinary Shareholders appearing on the Register at the relevant record time as determined by the Rotork Directors shall be entitled to receive and retain that dividend and/or other distribution and/or return of capital (or the relevant part of it) in respect of the Rotork Ordinary Shares they held at such record time;

(B) any reference in this Ordinary Share Scheme and the Scheme Document to the Cash Consideration payable under the terms of this Ordinary Share Scheme shall be deemed a reference to the Cash Consideration as so reduced; and

(C) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of this Ordinary Share Scheme.

2.4 To the extent that any such dividend and/or other distribution and/or other return of capital is declared, made or paid or is payable and it is: (i) transferred pursuant to the Acquisition on a basis which entitles Bidco to receive the dividend and/or distribution and/or return of capital and to retain it; or (ii) cancelled, the Cash Consideration payable under the terms of this Ordinary Share Scheme shall not be subject to change in accordance with this clause 2.

## 3. CERTIFICATES IN RESPECT OF ORDINARY SCHEME SHARES AND CANCELLATION OF CREST ENTITLEMENTS

With effect from and including the Effective Date, or, in respect of any Ordinary Scheme Shares held directly or indirectly by or on behalf of an Ordinary Sanctioned Shareholder, if later, the Release Date:

(A) Ordinary Scheme Shareholders shall, in accordance with this Ordinary Share Scheme, cease to have any rights with respect to the Ordinary Scheme Shares, except the right to receive the Cash Consideration determined as set out in clauses 2, 4, and 6;

(B) all share certificates in respect of Ordinary Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and entitlements to the Ordinary Scheme Shares held within the CREST system will be cancelled. Ordinary Scheme Shareholders shall be required to deliver up the same to Rotork or destroy them following the Effective Date;

(C) Euroclear shall be instructed to cancel the entitlements to Ordinary Scheme Shares of holders of Ordinary Scheme Shares in uncertificated form;

(D) following cancellation of the entitlements to Ordinary Scheme Shares of holders of Ordinary Scheme Shares in uncertificated form, the Company shall procure (if necessary) that entitlements to such Ordinary Scheme Shares are re-materialised; and

(E) subject to the completion of such form or forms of transfer or other instruments or instructions of transfer as may be required in accordance with clause 1 and the payment of any UK stamp duty thereon (or, if applicable, any UK securities transfer tax in respect of the transfers effected thereby), the Company will make or procure to be made, the appropriate entries in the Register to reflect the transfer of Ordinary Scheme Shares to Bidco (and/or its nominee(s)) pursuant to clause 1.

## 4. SETTLEMENT OF CONSIDERATION

4.1 As soon as practicable after the Effective Date, and in any event not more than fourteen (14) days after the Effective Date, Bidco shall:

(A) in the case of an Ordinary Scheme Shareholder who, at the Ordinary Share Scheme Record Time, holds Ordinary Scheme Shares in certificated form:

(i) if such Ordinary Scheme Shareholder has set up an electronic payment mandate, procure the payment of the sums payable to that Ordinary Scheme Shareholder in accordance with clause 2 by way of an electronic payment to the account indicated in their electronic payment mandate;

(ii) if the relevant Ordinary Scheme Shareholder has not set up an electronic payment mandate, despatch or procure the despatch, to the relevant Ordinary Scheme Shareholder (or to those persons as that Ordinary Scheme Shareholder may direct) of cheque(s) for the sums payable to that Ordinary Scheme Shareholder in accordance with clause 2, provided that if the sums payable to any Ordinary Scheme Shareholder who has not set up a standing electronic payment mandate exceeds £500,000, Bidco may elect to facilitate payment by electronic payment of such sums in lieu of a cheque; or

(iii) settle the sums payable to that Ordinary Scheme Shareholder in accordance with clause 2 by such other method as may be approved by the Panel;

(B) Bidco reserves the right to undertake due diligence to authenticate any electronic payment mandate of an Ordinary Scheme Shareholder. In the event that such an electronic payment mandate cannot be authenticated to the satisfaction of Equiniti and Bidco, the settlement of the Cash Consideration of the relevant Ordinary Scheme Shareholder shall be by cheque as set out in clause 4.1(A)(ii); and

(C) in the case of an Ordinary Scheme Shareholder who holds Ordinary Scheme Shares in uncertificated form at the Ordinary Share Scheme Record Time, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in favour of the Ordinary Scheme Shareholder's payment bank in respect of the sums payable to the Ordinary Scheme Shareholder in accordance with the CREST assured payment arrangements, provided that Bidco reserves the right to make payment of the said consideration by cheque as aforesaid in clause 4.1(A) if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this clause 4.1(C).

4.2 With effect from the Ordinary Share Scheme Record Time, each holding of Ordinary Scheme Shares credited to any stock account in CREST shall be disabled and all Ordinary Scheme Shares will be removed from CREST in due course.

4.3 All deliveries of notices and/or cheques required to be made pursuant to this Ordinary Share Scheme shall be effected by sending the same by first class post in pre-paid envelopes or by international standard post if overseas (or by such method as may be approved by the Panel) addressed to the persons entitled thereto at their respective registered address as appearing in the Register at the Ordinary Share Scheme Record Time or, in the case of joint holders, at the address of the holder whose name stands first in such Register in respect of the joint holding concerned at such time and none of Rotork, Bidco or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices and/or cheques sent in accordance with this clause 4.3 which shall be sent at the risk of the person or persons entitled thereto.

4.4 All payments shall be in pounds sterling and shall be made payable to the Ordinary Scheme Shareholder(s) concerned (except that, in the case of joint holders, Bidco reserves the right to make such payments payable to the holder whose name stands first in the Register in respect of such holding at the Ordinary Share Scheme Record Time and to whom, in accordance with the foregoing provisions of this clause 4, the envelope containing the same is addressed), and the encashment of any such cheque or the creation of any such assured payment obligation or electronic transfer as referred to in clause 4.1(A) shall be a complete discharge of Bidco's obligations under this Ordinary Share Scheme to pay the monies represented thereby.

4.5 In the case of Ordinary Scheme Shareholders that have not encashed cheques within six (6) months from the Effective Date, the consideration due to such Ordinary Scheme Shareholders under this Ordinary Share Scheme will be held by Equiniti on trust for such Ordinary Scheme Shareholders, for a period of twelve (12) years from the Effective Date, in a separate UK bank account established solely for that purpose, and such Ordinary Scheme Shareholders may claim the consideration due to them (net of expenses and taxes) upon request to Equiniti, at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA in a form which Rotork reasonably determines evidences their entitlement to such consideration, at any time during the period of twelve (12) years from the Effective Date.

4.6 None of the Company, Bidco, the Registrar, or any of their respective agents and nominees shall be responsible for any loss or delay in the transmission of any notice, declarations of title, certificates, cheques or statements of entitlement sent to Ordinary Scheme Shareholders in accordance with this clause 4, which shall be sent at the risk of the Ordinary Scheme Shareholder concerned.

4.7 The preceding paragraphs of this clause 4 shall take effect subject to any prohibition or condition imposed by law.

**5. MANDATES**

All mandates and other instructions given to the Company by Ordinary Scheme Shareholders in force at the Ordinary Share Scheme Record Time relating to Ordinary Scheme Shares shall, as from the Effective Date, cease to be valid.

**6. ORDINARY SANCTIONED SHAREHOLDERS**

6.1 In respect of any Ordinary Scheme Shares held directly or indirectly by or on behalf of an Ordinary Sanctioned Shareholder, no payment of Cash Consideration or other monies payable pursuant to the terms of clause 4 or this clause 6 will be made to such Ordinary Sanctioned Shareholder in accordance with applicable Sanctions and no interest shall be paid thereon.

6.2 Subject to the Ordinary Share Scheme becoming Effective, the rights and entitlements which would otherwise be exercisable in respect of or attach to any Ordinary Scheme Shares held directly or indirectly by or on behalf of an Ordinary Sanctioned Shareholder, will not be exercisable or apply in respect of such Ordinary Scheme Shares until such time as the Ordinary Scheme Shares are transferred to Bidco pursuant to clauses 1.2 and 1.3 of this Ordinary Share Scheme and the Register is updated to reflect such transfer, including:

(A) the right to receive documents from or in respect of Rotork, including notices of, or the right to be present at or to vote at any meeting of Rotork Ordinary Shareholders (including the Ordinary Share Court Meeting and the Ordinary Share General Meeting) or at any separate meeting of the holders of any class of shares or on any poll and any votes purported to be cast by or on behalf of such member in respect of such Ordinary Scheme Shares will be disregarded;

(B) save for any transfer pursuant to clause 1.2, the right to transfer such Ordinary Scheme Shares or have such transfer registered and any purported transfer of any such Ordinary Scheme Shares shall be void; and

(C) for any sum payable by the Company in respect of such Ordinary Scheme Shares including in respect of dividends or other distributions paid by the Company after the Effective Date, an amount equivalent to any such sum shall be transferred to an account to be held in a manner compliant with Sanctions. Such transfer shall constitute full and final settlement of the Company's and Bidco's obligations in respect of such sums and no interest shall be paid or payable in respect of such sum.

6.3 In respect of any Ordinary Scheme Shares transferred to Bidco in accordance with clause 1.2, on and with effect from the Release Date:

(A) any Cash Consideration payable for the transfer of the Ordinary Scheme Shares pursuant to the terms of this Ordinary Share Scheme shall be released and paid to the relevant holder of such Ordinary Scheme Shares in accordance with their entitlements under this Ordinary Share Scheme (provided that if any Sanctions would prohibit such payments, or such payments would otherwise cause a person to violate any Sanctions or expose a person to a reasonable risk of being targeted as a Sanctioned Person, such amounts shall not be paid until (x) such Sanctions no longer prohibit or restrict such payments; or (y) Sanctions Licences have been obtained which ensure that no person will violate any Sanctions or be exposed to a reasonable risk of being targeted as a Sanctioned Person as a consequence of such payments being made); and

(B) Bidco shall receive an amount equal to the amount of all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, authorised, declared, made, and paid in respect of such Ordinary Scheme Shares by reference to a record date falling on or after the Effective Date and prior to the Release Date.

## 7. EFFECTIVE DATE

7.1 This Ordinary Share Scheme shall become effective upon a copy of the order of the Court sanctioning this Ordinary Share Scheme under Part 26 of the Companies Act being delivered to the Registrar of Companies.

7.2 Unless this Ordinary Share Scheme has become effective on or before 11:59 p.m. on the Long Stop Date or such later date, as: (i) may be agreed between ABB and Rotork, or, in a competitive situation, as ABB may specify with the Panel's consent; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required), the Ordinary Share Scheme will never become Effective.

## 8. MODIFICATION

The Company and Bidco may jointly consent on behalf of all persons concerned to any modification of or addition to this Ordinary Share Scheme or to any condition which the Court may approve or impose. Any such modification or addition or condition shall require the consent of the Panel where such consent is required under the Takeover Code. For the avoidance of doubt, no modification can be made to this Ordinary Share Scheme pursuant to this clause 8 once it has become effective.

## 9. GOVERNING LAW

This Ordinary Share Scheme is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales. The rules of the Takeover Code will apply to this Ordinary Share Scheme.

Dated 6 August 2026

# Part V

## THE PREFERENCE SHARE SCHEME OF ARRANGEMENT

| | |
|---|---|
| **IN THE HIGH COURT OF JUSTICE**<br>**BUSINESS AND PROPERTY COURTS**<br>**OF ENGLAND AND WALES**<br>**COMPANIES COURT (ChD)** | **CR-2026-005429** |

**IN THE MATTER OF ROTORK PLC**

and

**IN THE MATTER OF THE COMPANIES ACT 2006**

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**SCHEME OF ARRANGEMENT**

*(under Part 26 of the Companies Act 2006)*

between

**ROTORK PLC**

and

**THE HOLDERS OF PREFERENCE SCHEME SHARES**

(as hereinafter defined)

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**PRELIMINARY**

(A) In this Preference Share Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

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| "**ABB**" | ABB Ltd, the ultimate parent company of Bidco; |
| "**Acquisition**" | the recommended cash acquisition by Bidco of the entire issued and to be issued ordinary share capital of Rotork to be effected by means of the Ordinary Share Scheme; |
| "**Bidco**" | ABB Automation Holding UK Limited, a company incorporated in England and Wales with registered number 17332914 , and an indirect wholly-owned subsidiary of ABB; |
| "**Bidco Group**" | Bidco and its subsidiary undertakings and parent undertakings from time to time; |
| "**Business Day**" | a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business in London; |
| "**certificated form**" or "**in certificated form**" | a share or other security which is not in uncertificated form (that is, not in CREST); |
| "**Companies Act**" | the Companies Act 2006, as amended from time to time; |
| "**Court**" | the High Court of Justice in England and Wales; |
| "**Court Sanction Date**" | the date on which the Preference Share Scheme is sanctioned by the Court; |

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| "**CREST**" | the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear; |
| "**Effective Date**" | the date on which this Preference Share Scheme becomes effective in accordance with its terms; |
| "**Equiniti**" | Equiniti Limited; |
| "**Euroclear**" | Euroclear UK & International Limited; |
| "**Excluded Ordinary Shares**" | any Rotork Ordinary Shares which are:<br>a) registered in the name of or beneficially owned by Bidco and/or any other member of the Bidco Group (and/or any nominee of the foregoing); or<br>b) held in treasury by Rotork,<br>in each case at the Ordinary Share Scheme Record Time; |
| "**Excluded Preference Shares**" | any Rotork Preference Shares which are:<br>a) registered in the name of or beneficially owned by Bidco and/or any other member of the Bidco Group (and/or any nominee of the foregoing); or<br>b) held in treasury by Rotork,<br>in each case at the Preference Share Scheme Record Time; |
| "**holder**" | a registered holder and includes any person(s) entitled by transmission; |
| "**Instrument(s) of Transfer**" | has the meaning given to it in clause 1.3; |
| "**Latest Practicable Date**" | 4 August 2026; |
| "**Long Stop Date**" | 16 July 2027 or such later date which is the "Long Stop Date" (as defined in the Ordinary Share Scheme) from time to time for the purposes of the Ordinary Share Scheme; |
| "**Ordinary Share Court Meeting**" | the meeting of Ordinary Scheme Shareholders to be convened by an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Ordinary Share Scheme (with or without amendment), including any postponement or adjournment thereof, notice of which is set out in Part X (*Notice of Ordinary Share Court Meeting*) of the Scheme Document; |
| "**Ordinary Share Scheme**" | the scheme of arrangement to be proposed in parallel with this Preference Share Scheme between Rotork and Ordinary Scheme Shareholders, in order to give effect to the acquisition by Bidco of the entire issued and to be issued ordinary share capital of Rotork; |
| "**Ordinary Scheme Shareholders**" | the holders of Ordinary Scheme Shares; |
| "**Ordinary Scheme Shares**" | the Rotork Ordinary Shares:<br>a) in issue as at the date of the Ordinary Share Scheme; |

b) (if any) issued after the date of the Ordinary Share Scheme but prior to the Ordinary Share Voting Record Time; and/or

c) (if any) issued on or after the Ordinary Share Voting Record Time and before the Ordinary Share Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Ordinary Share Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by the Ordinary Share Scheme,

in each case, which remain in issue at the Ordinary Share Scheme Record Time, but excluding any Excluded Ordinary Shares;

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| "**Ordinary Share Scheme Record Time**" | 6.00 p.m. on the Business Day immediately prior to the date on which the Ordinary Share Scheme becomes effective in accordance with its terms (or such other date and/or time as Bidco and Rotork may agree); |
| "**Ordinary Share Voting Record Time**" | 6.30 p.m. on the day which is two (2) Business Days prior to the date of the Ordinary Share Court Meeting or, if the Ordinary Share Court Meeting is adjourned or postponed, 6.30 p.m. on the day which is two (2) Business Days before the day of such adjourned or postponed Ordinary Share Court Meeting; |
| "**Preference Cash Consideration**" | 503 pence per Preference Scheme Share; |
| "**Preference Sanctioned Shareholder**" | any person owning, holding or controlling a direct or indirect interest in Preference Scheme Shares who is a Sanctioned Person where the Sanctions that directly or indirectly apply to such person prohibit or restrict any relevant person from: (i) dealing in any Rotork Preference Shares which such person (directly or indirectly, including as a custodian or nominee) owns, holds or controls; or (ii) dealing in any consideration payable by Bidco for the Preference Scheme Shares to or for the benefit of such person (including, accepting, receiving, holding or transferring such consideration); |
| "**Preference Scheme Conditions**" | the conditions to the implementation of the Preference Share Acquisition, as set out in Part C of Part III (Conditions and Further Terms) of the Scheme Document and "**Condition**" shall mean any one of them; |
| "**Preference Scheme Shareholders**" | the holders of Preference Scheme Shares; |
| "**Preference Scheme Shares**" | the Rotork Preference Shares: |

a) in issue as at the date of this Preference Share Scheme;

b) (if any) issued after the date of this Preference Share Scheme but prior to the Preference Share Voting Record Time; and/or

c) (if any) issued on or after the Preference Share Voting Record Time and before the Preference Share Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by this Preference Share Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by this Preference Share Scheme,

in each case, which remain in issue at the Preference Share Scheme Record Time, but excluding any Excluded Preference Shares;

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| "**Preference Share Acquisition**" | the recommended cash acquisition by Bidco of the entire issued and to be issued preference share capital of Rotork to be effected by means of this Preference Share Scheme; |
| "**Preference Share Court Meeting**" | the meeting of Preference Scheme Shareholders to be convened by an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Preference Share Scheme (with or without amendment), including any postponement or adjournment thereof, notice of which is set out in Part XII (*Notice of Preference Share Court Meeting*) of the Scheme Document; |
| "**Preference Share Scheme**" | this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Rotork and Bidco; |
| "**Preference Share Scheme Record Time**" | 6.00 p.m. on the Business Day immediately prior to the Effective Date (or such other date and/or time as Bidco and Rotork may agree); |
| "**Preference Share Voting Record Time**" | 6.30 p.m. on the day which is two (2) Business Days prior to the date of the Preference Share Court Meeting or, if the Preference Share Court Meeting is adjourned or postponed, 6.30 p.m. on the day which is two (2) Business Days before the day of such adjourned or postponed Preference Share Court Meeting; |
| "**Register**" | the register of members of the Company; |
| "**Registrar**" | Equiniti, the Company's registrars; |
| "**Registrar of Companies**" | the Registrar of Companies in England and Wales; |
| "**Regulations**" | the Uncertificated Securities Regulations 2001 (SI 2001/3755); |
| "**Release Date**" | has the meaning given in clause 1.2; |
| "**Rotork**" or the "**Company**" | Rotork plc, a company incorporated in England and Wales with registered number 00578327; |
| "**Rotork Directors**" | the directors of Rotork from time to time; |
| "**Rotork Group**" | Rotork and its subsidiary undertakings from time to time and, where the context permits, each of them; |
| "**Rotork Ordinary Shareholders**" | the holders of Rotork Ordinary Shares; |
| "**Rotork Ordinary Shares**" | the existing unconditionally allotted or issued and fully paid ordinary shares of 0.5 pence each in the capital of Rotork and any further such ordinary shares which are unconditionally allotted or issued before the Ordinary Share Scheme becomes effective; |
| "**Rotork Preference Shareholders**" | the holders of Rotork Preference Shares; |

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| "**Rotork Preference Shares**" | the non-equity 9.5 per cent. cumulative preference shares of £1.00 each in the capital of Rotork and any further such preference shares which are unconditionally allotted or issued before the Preference Share Scheme becomes effective; |
| "**Sanction Hearing**" | the hearing by the Court of the application to sanction the Preference Share Scheme under Part 26 of the Companies Act; |
| "**Sanctioned Country**" | any country or territory that is the target of any comprehensive country or territory-wide Sanctions (being Sanctions which generally prohibit all dealing with persons in such country or territory), which countries and territories, as at the Latest Practicable Date, are Cuba, Iran, North Korea, the Crimea and the separatist-controlled portions of the Luhansk and Donetsk regions of Ukraine; |
| "**Sanctioned Person**" | any person or entity that is: (i) listed or referred to on any Sanctions List; (ii) resident in, ordinarily located in or incorporated or domiciled under the laws of any Sanctioned Country; (iii) owned or controlled by a person or persons referred to in (i) or (ii); or (iv) otherwise specifically targeted by any Sanctions; |
| "**Sanctions**" | any economic or financial sanctions laws or regulations, administered, enacted or enforced by any Sanctions Authority; |
| "**Sanctions Authority**" | the governmental and regulatory authorities and institutions responsible for the implementation and/or enforcement of financial and economic sanctions in each of: (i) the United Kingdom; (ii) the European Union and any member state thereof; (iii) the United States; (iv) the United Nations; or (v) any other jurisdiction where such jurisdiction's laws are applicable to and binding on Bidco or Rotork; |
| "**Sanctions Licence**" | a licence, consent or other authorisation, or a written confirmation, made or issued by a Sanctions Authority pursuant to, or in connection with, Sanctions; |
| "**Sanctions List**" | the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions maintained by the European Commission, the UK Sanctions List maintained by the UK Foreign, Commonwealth & Development Office, or any other public list of persons targeted by Sanctions maintained by, or public announcement of Sanctions designation made by, any Sanctions Authority; |
| "**Scheme Document**" | the document of which this Preference Share Scheme forms part, dated 6 August 2026 and addressed to Rotork Ordinary Shareholders and Rotork Preference Shareholders; |
| "**UK**" | the United Kingdom of Great Britain and Northern Ireland; and |
| "**uncertificated form**" or "**in uncertificated form**" | a share or other security recorded on the relevant register as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST. |

(B) In this Preference Share Scheme: (i) references to clauses are to clauses of this Preference Share Scheme; (ii) all references to time are to London time; (iii) all references to statutory provisions or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made hereunder or deriving validity therefrom; (iv) references to "**pounds sterling**", "**£**", and "**pence**", are to the lawful currency of the UK; (v) a reference to "**includes**" shall mean "**includes without limitation**", and references to "**including**" and any similar term shall be construed accordingly; (vi) references to a "**person**" include any individual, an individual's executors or administrators, a partnership, a firm, a body corporate (wherever incorporated), an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture, association, works council or employee representative body (in any case, whether or not having separate legal personality); and (vii) where the context so admits or requires, the plural includes the singular and vice versa.

(C) As at the Latest Practicable Date, the issued preference share capital of Rotork was £40,073 divided into 40,073 non-equity 9.5 per cent. cumulative preference shares of £1.00 each, all of which are credited as fully paid up. There are no Rotork Preference Shares held by the Company in treasury.

(D) ABB was incorporated on 5 March 1999 under the laws of Switzerland with registered number CHE-101.049.653.

(E) Bidco was incorporated on 10 July 2026 under the laws of England and Wales as a private limited company with registered number 17332914 for the purposes of the Preference Share Acquisition and is indirectly wholly-owned by ABB.

(F) As at the Latest Practicable Date, no member of the Bidco Group holds any Rotork Preference Shares.

(G) In parallel with this Preference Share Scheme, the Ordinary Share Scheme (in respect of the ordinary shares in the capital of Rotork) has been proposed. The Ordinary Share Scheme is not conditional on this Preference Share Scheme becoming Effective, but this Preference Share Scheme is conditional on the Ordinary Share Scheme becoming Effective in accordance with its terms.

(H) Bidco has agreed, subject to the satisfaction or (where applicable) waiver of the Conditions (other than Condition 1 of Part C of Part III (*Conditions and Further Terms*) of the Scheme Document) to appear by counsel at the Sanction Hearing, to consent to this Preference Share Scheme and to undertake to the Court to be bound by the provisions of this Preference Share Scheme and to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to this Preference Share Scheme.

## 1. TRANSFER OF PREFERENCE SCHEME SHARES

1.1 Upon and with effect from the Effective Date, Bidco (or such of its nominee(s) as are agreed between Bidco and Rotork) shall acquire all the Preference Scheme Shares, fully paid up with full title guarantee, and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and other third party rights and interests of any nature and together with all rights attaching or accruing to them on and from the Effective Date, including voting rights and the right to receive and retain in full all dividends and other distributions and any return of capital (whether by way of a reduction of share capital or share premium account or otherwise) declared, made or paid or becoming payable by the Company by reference to a record date falling on or after the Effective Date.

1.2 Notwithstanding clause 1.1, no right, title or interest in any Preference Scheme Shares held directly or indirectly by or on behalf of a Preference Scheme Shareholder who is, or whom Bidco reasonably believes to be, at the Preference Share Scheme Record Time, a Preference Sanctioned Shareholder, shall be transferred to Bidco on the Effective Date where such a transfer would cause any person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person, but shall, subject to the Preference Share Scheme becoming Effective, be transferred to Bidco upon the earlier of: (i) the date on which each direct and indirect interest holder in such Preference Scheme Shares ceases to be a Preference Sanctioned Shareholder; (ii) Bidco no longer reasonably believes that any direct or indirect interest holder in such Preference Scheme Shares is a Preference Sanctioned Shareholder; or (iii) all necessary Sanctions Licences have been made or issued to ensure that no person will violate any Sanctions or be exposed to a reasonable risk of being targeted as a Sanctioned Person as a consequence of Bidco (or its nominee(s)) acquiring such Preference Scheme Shares (such date being, for each such Preference Sanctioned Shareholder, their relevant "**Release Date**")

1.3 For the purpose of such acquisition set out in clauses 1.1 and 1.2, the Preference Scheme Shares shall be transferred to Bidco (and/or its nominee(s)) by means of a form or forms of transfer or other instruments or instructions of transfer (the "**Instrument(s) of Transfer**") and to give effect to such transfer, any person may be appointed by the Company or Bidco as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the relevant holder of Preference Scheme Shares to execute and deliver as transferor such Instrument(s) of Transfer (whether as a deed or otherwise) or give any instructions to transfer any Preference Scheme Shares and every Instrument of Transfer so executed or instruction so given shall be effective as if it had been executed or given by the holder or holders of the Preference Scheme Shares thereby transferred. Such Instrument(s) of Transfer shall be deemed to be the principal instrument(s) of transfer and the equitable or beneficial interest in the Preference Scheme Shares shall only be transferred to Bidco (and/or its nominee(s)), together with the legal interest in such Preference Scheme Shares, pursuant to such Instrument(s) of Transfer.

1.4 With effect from the Effective Date and pending transfer of the Preference Scheme Shares pursuant to clauses 1.1, 1.2 and 1.3 of this Preference Share Scheme and the updating of the Register to reflect such transfer, each Preference Scheme Shareholder irrevocably:

(A) appoints Bidco (and/or its nominee(s)) as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Preference Scheme Shareholder) any voting rights attached to its Preference Scheme Shares and any or all rights and privileges (including the right to requisition the convening of a general meeting of the Company or of any class of its shareholders) attaching to its Preference Scheme Shares;

(B) appoints Bidco (and/or its nominee(s)) and any one or more of its directors or agents to sign on behalf of such Preference Scheme Shareholder any such documents, and to do such things, as may in the opinion of Bidco and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Preference Scheme Shares (including an authority to sign any consent to short notice of any general or separate class meeting of the Company as attorney or agent for, and on behalf of, such Preference Scheme Shareholder and/or to attend and/or to execute a form of proxy in respect of its Preference Scheme Shares appointing any person nominated by Bidco and/or any one or more of its directors or agents to attend any general and separate class meetings of the Company (or any adjournment or postponement thereof) and to exercise or refrain from exercising the votes attaching to the Preference Scheme Shares on such Preference Scheme Shareholder's behalf); and

(C) authorises the Company and/or its agents to send to Bidco (and/or its nominee(s)) any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of the Company in respect of such Preference Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Preference Scheme Shares into certificated form),

such that from the Effective Date, and without prejudice to the rights of each Preference Scheme Shareholder to receive the Preference Cash Consideration, no Preference Scheme Shareholder shall be entitled to exercise any voting rights attached to the Preference Scheme Shares or any other rights or privileges attaching to the Preference Scheme Shares otherwise than in accordance with the directions of Bidco. In respect of any Preference Scheme Shares held directly or indirectly by or on behalf of any Sanctioned Shareholder, the provisions of clause 1.4 shall only apply in respect of such Preference Scheme Shares with effect from the relevant Release Date.

1.5 The authorities granted pursuant to clauses 1.3 and 1.4 shall be treated for all purposes as having been granted by way of deed.

## 2. CONSIDERATION FOR THE TRANSFER OF PREFERENCE SCHEME SHARES

2.1 In consideration for the transfer of the Preference Scheme Shares to Bidco (and/or its nominee(s)) pursuant to clause 1 of this Preference Share Scheme and subject to the remaining provisions of this Preference Share Scheme, Bidco shall pay or procure that there shall be paid to or for the account of each Preference Scheme Shareholder (as appearing in the Register at the Preference Share Scheme Record Time):

**for each Preference Scheme Share** **503 pence in cash**

2.2 If any repayment of capital is made by Rotork in respect of the Rotork Preference Shares on or after the date of the Scheme Document and prior to the Effective Date, Bidco shall be entitled to reduce the Preference Cash Consideration by an amount up to the amount of such repayment of capital.

2.3 Subject always to clause 2.4, if Bidco exercises the right referred to in clause 2.2 to reduce the Preference Cash Consideration payable under clause 2.1 by all or part of the amount of the repayment of capital that has not been paid but is payable by reference to a record date prior to the Effective Date:

(A) Rotork Preference Shareholders appearing on the Register at the relevant record time as determined by the Rotork Directors shall be entitled to receive and retain that repayment of capital in respect of the Rotork Preference Shares they held at such record time;

(B) any reference in this Preference Share Scheme and the Scheme Document to the Preference Cash Consideration payable under the terms of this Preference Share Scheme shall be deemed a reference to the Preference Cash Consideration as so reduced; and

(C) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of this Preference Share Scheme.

2.4 To the extent that any such repayment of capital is made and it is: (i) transferred pursuant to the Preference Share Acquisition on a basis which entitles Bidco to receive the repayment of capital and to retain it; or (ii) cancelled, the Preference Cash Consideration payable under the terms of this Preference Share Scheme shall not be subject to change in accordance with this clause 2.

## 3. CERTIFICATES IN RESPECT OF PREFERENCE SCHEME SHARES AND CANCELLATION OF CREST ENTITLEMENTS

With effect from and including the Effective Date, or, in respect of any Preference Scheme Shares held directly or indirectly by or on behalf of a Preference Sanctioned Shareholder, if later, the Release Date:

(A) Preference Scheme Shareholders shall, in accordance with this Preference Share Scheme, cease to have any rights with respect to the Preference Scheme Shares, except the right to receive the Preference Cash Consideration determined as set out in clauses 2, 4 and 5;

(B) all share certificates in respect of Preference Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and entitlements to the Preference Scheme Shares held within the CREST system will be cancelled. Preference Scheme Shareholders shall be required to deliver up the same to Rotork or destroy them following the Effective Date;

(C) Euroclear shall be instructed to cancel the entitlements to Preference Scheme Shares of holders of Preference Scheme Shares in uncertificated form;

(D) following cancellation of the entitlements to Preference Scheme Shares of holders of Preference Scheme Shares in uncertificated form, the Company shall procure (if necessary) that entitlements to such Preference Scheme Shares are re-materialised; and

(E) subject to the completion of such form or forms of transfer or other instruments or instructions of transfer as may be required in accordance with clause 1 and the payment of any UK stamp duty thereon (or, if applicable, any UK securities transfer tax in respect of the transfers effected thereby), the Company will make or procure to be made, the appropriate entries in the Register to reflect the transfer of Preference Scheme Shares to Bidco (and/or its nominee(s)) pursuant to clause 1.

**4. SETTLEMENT OF CONSIDERATION**

4.1 As soon as practicable after the Effective Date, and in any event not more than fourteen (14) days after the Effective Date, Bidco shall:

(A) in the case of a Preference Scheme Shareholder who, at the Preference Share Scheme Record Time, holds Preference Scheme Shares in certificated form:

(i) if such Preference Scheme Shareholder has set up an electronic payment mandate, procure the payment of the sums payable to that Preference Scheme Shareholder in accordance with clause 2 by way of an electronic payment to the account indicated in their electronic payment mandate; or

(ii) if the relevant Preference Scheme Shareholder has not set up an electronic payment mandate, despatch or procure the despatch, to the relevant Preference Scheme Shareholder (or to those persons as that Preference Scheme Shareholder may direct) of cheque(s) for the sums payable to that Preference Scheme Shareholder in accordance with clause 2, provided that if the sums payable to any Preference Scheme Shareholder who has not set up a standing electronic payment mandate exceeds £500,000, Bidco may elect to facilitate payment by electronic payment of such sums in lieu of a cheque.

(B) Bidco reserves the right to undertake due diligence to authenticate any electronic payment mandate of a Preference Scheme Shareholder. In the event that such an electronic payment mandate cannot be authenticated to the satisfaction of Equiniti and Bidco, the settlement of the Preference Cash Consideration of the relevant Preference Scheme Shareholder shall be by cheque as set out in clause 4.1(A)(ii); and

(C) in the case of a Preference Scheme Shareholder who holds Preference Scheme Shares in uncertificated form at the Preference Share Scheme Record Time, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in favour of the Preference Scheme Shareholder's payment bank in respect of the sums payable to the Preference Scheme Shareholder in accordance with the CREST assured payment arrangements, provided that Bidco reserves the right to make payment of the said consideration by cheque as aforesaid in clause 4.1(A) if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this clause 4.1(C).

4.2 With effect from the Preference Share Scheme Record Time, each holding of Preference Scheme Shares credited to any stock account in CREST shall be disabled and all Preference Scheme Shares will be removed from CREST in due course.

4.3 All deliveries of notices and/or cheques required to be made pursuant to this Preference Share Scheme shall be effected by sending the same by first class post in pre-paid envelopes or by international standard post if overseas addressed to the persons entitled thereto at their respective registered address as appearing in the Register at the Preference Share Scheme Record Time or, in the case of joint holders, at the address of the holder whose name stands first in such Register in respect of the joint holding concerned at such time and none of Rotork, Bidco or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices and/or cheques sent in accordance with this clause 4.3 which shall be sent at the risk of the person or persons entitled thereto.

4.4 All payments shall be in pounds sterling and shall be made payable to the Preference Scheme Shareholder(s) concerned (except that, in the case of joint holders, Bidco reserves the right to make such payments payable to the holder whose name stands first in the Register in respect of such holding at the Preference Share Scheme Record Time and to whom, in accordance with the foregoing provisions of this clause 4, the envelope containing the same is addressed), and the encashment of any such cheque or the creation of any such assured payment obligation or electronic transfer as referred to in clause 4.1(A) shall be a complete discharge of Bidco's obligations under this Preference Share Scheme to pay the monies represented thereby.

4.5 In the case of Preference Scheme Shareholders that have not encashed cheques within six (6) months from the Effective Date, the consideration due to such Preference Scheme Shareholders under this Preference Share Scheme will be held by Equiniti on trust for such Preference Scheme Shareholders, for a period of twelve (12) years from the Effective Date, in a separate UK bank account established solely for that purpose, and such Preference Scheme Shareholders may claim the consideration due to them (net of expenses and taxes) upon request to Equiniti, at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA in a form which Rotork reasonably determines evidences their entitlement to such consideration, at any time during the period of twelve (12) years from the Effective Date.

4.6 None of the Company, Bidco, the Registrar, or any of their respective agents and nominees shall be responsible for any loss or delay in the transmission of any notice, declarations of title, certificates, cheques or statements of entitlement sent to Preference Scheme Shareholders in accordance with this clause 4, which shall be sent at the risk of the Preference Scheme Shareholder concerned.

4.7 The preceding paragraphs of this clause 4 shall take effect subject to any prohibition or condition imposed by law.

**5. MANDATES**

All mandates and other instructions given to the Company by Preference Scheme Shareholders in force at the Preference Share Scheme Record Time relating to Preference Scheme Shares shall, as from the Effective Date, cease to be valid.

**6. PREFERENCE SANCTIONED SHAREHOLDERS**

6.1 In respect of any Preference Scheme Shares held directly or indirectly by or on behalf of a Preference Sanctioned Shareholder, no payment of Preference Cash Consideration or other monies payable pursuant to the terms of clause 4 or this clause 6 will be made to such Preference Sanctioned Shareholder in accordance with applicable Sanctions and no interest shall be paid thereon.

6.2 Subject to the Preference Share Scheme becoming Effective, the rights and entitlements which would otherwise be exercisable in respect of or attach to any Preference Scheme Shares held directly or indirectly by or on behalf of a Preference Sanctioned Shareholder, will not be exercisable or apply in respect of such Preference Scheme Shares until such time as the Preference Scheme Shares are transferred to Bidco pursuant to clauses 1.2 and 1.3 of this Preference Share Scheme and the Register is updated to reflect such transfer, including:

(A) the right to receive documents from or in respect of Rotork, including notices of, or the right to be present at or to vote at any meeting of Rotork Preference Shareholders (including the Preference Share Court Meeting) or at any separate meeting of the holders of any class of shares or on any poll and any votes purported to be cast by or on behalf of such member in respect of such Preference Scheme Shares will be disregarded;

(B) save for any transfer pursuant to clause 1.2, the right to transfer such Preference Scheme Shares or have such transfer registered and any purported transfer of any such Preference Scheme Shares shall be void; and

(C) for any sum payable by the Company in respect of such Preference Scheme Shares including in respect of dividends or other distributions paid by the Company after the Effective Date, an amount equivalent to any such sum shall be transferred to an account to be held in a manner compliant with Sanctions. Such transfer shall constitute full and final settlement of the Company's and Bidco's obligations in respect of such sums and no interest shall be paid or payable in respect of such sum.

6.3 In respect of any Preference Scheme Shares transferred to Bidco in accordance with clause 1.2, on and with effect from the Release Date:

(A) any Preference Cash Consideration payable for the transfer of the Preference Scheme Shares pursuant to the terms of this Preference Share Scheme shall be released and paid to the relevant holder of such Preference Scheme Shares in accordance with their entitlements under this Preference Share Scheme (provided that if any Sanctions would prohibit such payments, or such payments would otherwise cause a person to violate any Sanctions or expose a person to a reasonable risk of being targeted as a Sanctioned Person, such amounts shall not be paid until (x) such Sanctions no longer prohibit or restrict such payments; or (y) Sanctions Licences have been obtained which ensure that no person will violate any Sanctions or be exposed to a reasonable risk of being targeted as a Sanctioned Person as a consequence of such payments being made); and

(B) Bidco shall receive an amount equal to the amount of all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, authorised, declared, made, and paid in respect of such Preference Scheme Shares by reference to a record date falling on or after the Effective Date and prior to the Release Date.

## 7. EFFECTIVE DATE

7.1 This Preference Share Scheme shall become effective upon a copy of the order of the Court sanctioning this Preference Share Scheme under Part 26 of the Companies Act being delivered to the Registrar of Companies.

7.2 The order of the Court sanctioning this Preference Share Scheme shall not be delivered to the Registrar of Companies unless and until an order of the Court sanctioning the Ordinary Share Scheme has been delivered to the Registrar of Companies.

7.3 Unless the Ordinary Share Scheme has become effective on or before 11:59 p.m. on the Long Stop Date (as defined in the Ordinary Share Scheme) or such later date, as may be agreed between Bidco and Rotork, as the Court may approve (if such approval is required), the Preference Share Scheme will never become Effective.

## 8. MODIFICATION

The Company and Bidco may jointly consent on behalf of all persons concerned to any modification of or addition to this Preference Share Scheme or to any condition which the Court may approve or impose. For the avoidance of doubt, no modification can be made to this Preference Share Scheme pursuant to this clause 8 once it has become effective.

## 9. GOVERNING LAW

This Preference Share Scheme is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

Dated 6 August 2026

# Part VI

# FINANCIAL AND RATINGS INFORMATION

## Part A

## Financial information and ratings information relating to Rotork

***Financial information relating to Rotork***

The following sets out financial information in respect of Rotork as required by Rule 24.3 of the Takeover Code. The specified sections of the documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference in accordance with Rule 24.15 of the Takeover Code:

- the audited accounts of Rotork for the year ended 31 December 2025 as set out on pages 161 to 204 (inclusive) of the 2025 Rotork Annual Report available at www.rotork.com/investors;
- the audited accounts of Rotork for the year ended 31 December 2024 as set out on pages 165 to 211 (inclusive) of the 2024 Rotork Annual Report available at www.rotork.com/investors; and
- the half-year results of Rotork for the six month period ended 30 June 2026 available at www.rotork.com/investors.

***Rotork ratings information***

As at the Latest Practicable Date, there are no current ratings or outlooks publicly accorded to Rotork by ratings agencies.

***No incorporation of website information***

Save as expressly referred to herein, neither the content of Rotork's website, nor the content of any website accessible from hyperlinks on Rotork's website, is incorporated into, or forms part of, this Document.

# Part B
## Financial information and ratings information relating to ABB and Bidco

### *Financial information relating to ABB*

The following sets out financial information in respect of ABB as required by Rule 24.3 of the Takeover Code. The specified sections of the documents referred to below are incorporated into this Document by reference in accordance with Rule 24.15 of the Takeover Code:

- the audited consolidated accounts of ABB for the year ended 31 December 2025, as set out on pages 52 to 123 (inclusive) of the ABB Financial Report 2025, available at www.abb.com/global/en/company/annual-reporting-suite;
- the audited consolidated accounts of ABB for the year ended 31 December 2024, as set out on pages 54 to 127 (inclusive) of the ABB Financial Report 2024, available at www.abb.com/global/en/company/annual-reporting-suite; and
- the half-year results of ABB for the six month period ended 30 June 2026 (as presented in ABB's 2026 second quarter results), available at https://global.abb/group/en/investors/quarterly-results.

### *ABB ratings information*

As at the Latest Practicable Date, ABB had been assigned long-term debt ratings of 'A2' (with stable outlook) by Moody's and 'A' (with stable outlook) by S&P, and short-term debt ratings of 'Prime-1' by Moody's and 'A-1' by S&P.

### *Financial information relating to Bidco*

Bidco was incorporated on 10 July 2026 under the laws of England and Wales and has not traded or paid any dividends since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition. Accordingly, no financial information is available or has been published in respect of it. Bidco has no material assets or liabilities, in each case other than those described in this Document in connection with this Acquisition.

Following the Ordinary Share Scheme becoming Effective, the earnings, assets and liabilities of Bidco will include the consolidated earnings, assets and liabilities of the Rotork Group on the Effective Date.

### *Bidco ratings information*

As at the Latest Practicable Date, there are no current ratings or outlooks publicly accorded to Bidco by ratings agencies.

### *No incorporation of website information*

Save as expressly referred to herein, neither the content of ABB's website, nor the content of any website accessible from hyperlinks on ABB's website, is incorporated into, or forms part of, this Document.

# Part VII

# UNITED KINGDOM TAXATION

The comments set out below, which are intended as a general guide only, summarise certain limited aspects of the UK taxation treatment of (i) certain Ordinary Scheme Shareholders under the Ordinary Share Scheme and in respect of the Rotork Permitted Dividend and (ii) certain Preference Scheme Shareholders under the Preference Share Scheme. They are based on the current UK tax legislation and published HMRC practice (which may not be binding on HMRC), in each case applying as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect. They do not constitute legal or tax advice and do not purport to be a complete analysis of all UK tax considerations relating to the Ordinary Share Scheme and Preference Share Scheme (and, without limitation, do not include analysis of tax considerations relating to participation in the Rotork Share Plans).

The comments apply only to certain categories of person, and do not deal with certain types of Ordinary Scheme Shareholders and Preference Scheme Shareholders including, but not limited to, persons who are: (i) brokers, charities, dealers in securities, intermediaries, banks, insurance companies, market makers, trustees of certain trusts, collective investment schemes or exempt pension funds; (ii) subject to specific tax regimes or able to benefit from specific reliefs or exemptions; (iii) treated as holding their Ordinary Scheme Shares or Preference Scheme Shares (as applicable) as carried interest or through trust arrangements; (iv) Ordinary Scheme Shareholders and Preference Scheme Shareholders who hold Ordinary Scheme Shares or Preference Scheme Shares (as applicable) as part of hedging or commercial transactions; (v) Preference Scheme Shareholders who have made an election under section 521E(2) of the UK Corporation Tax Act 2009 in respect of their Preference Scheme Shares; (vi) Ordinary Scheme Shareholders and Preference Scheme Shareholders who hold Ordinary Scheme Shares or Preference Scheme Shares (as applicable) in connection with a trade, profession or vocation carried out in the UK (whether through a branch or agency or otherwise) or who have or could be treated for tax purposes as having acquired their Ordinary Scheme Shares or Preference Scheme Shares (as applicable) by reason of an office or their employment; and/or (vii) temporary non-residents. Nothing in these paragraphs should be taken as providing personal tax advice. In particular, the following paragraphs do not refer to UK inheritance tax.

References below to "**UK holders**" are to Ordinary Scheme Shareholders and/or Preference Scheme Shareholders (as applicable) who: are resident in the UK for UK tax purposes; in the case of individuals, are individuals to whom neither the foreign income and gains regime nor "split year" treatment apply; do not have a permanent establishment, branch or agency in any jurisdiction with which the holding of the Ordinary Scheme Shares or Preference Scheme Shares (as applicable) is connected; hold their Ordinary Scheme Shares or Preference Scheme Shares (as applicable) as an investment (other than under a pension arrangement or an individual savings account) and not securities to be realised in the course of a trade; and are the absolute beneficial owners of their Ordinary Scheme Shares or Preference Scheme Shares (as applicable) (and any dividends paid in respect of them).

The comments below relate to UK holders only, except in relation to UK stamp duty or SDRT. Overseas Shareholders are referred to paragraph 19.3 of Part II (*Explanatory Statement*) of this Document, which summarises certain limited aspects of the UK tax consequences of the Ordinary Share Scheme and Preference Share Scheme for such holders.

**ORDINARY SCHEME SHAREHOLDERS AND PREFERENCE SCHEME SHAREHOLDERS WHO ARE IN ANY DOUBT ABOUT THEIR TAX POSITION AND/OR WHO MAY BE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM ARE STRONGLY RECOMMENDED TO CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.**

### UK taxation on income

Any dividend payment received by a UK holder in respect of an Ordinary Scheme Share under the terms of the Acquisition should be treated for UK tax purposes in the same way as an ordinary dividend received by that UK holder on that Ordinary Scheme Share would be. Rotork should not be required to withhold amounts on account of UK tax at source when paying the Rotork Permitted Dividend.

## UK taxation on chargeable gains

Liability to UK taxation on chargeable gains under the Ordinary Share Scheme or Preference Share Scheme will depend on the individual circumstances of each Ordinary Scheme Shareholder or Preference Scheme Shareholder (as applicable).

The transfer by a UK holder of Ordinary Scheme Shares under the Ordinary Share Scheme in return for cash should be treated as a disposal of the UK holder's Ordinary Scheme Shares for the purposes of CGT or UK corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK holder's particular circumstances (including the UK holder's base cost in their holding of Ordinary Scheme Shares and the availability of exemptions, reliefs, allowances, and/or allowable losses), give rise to a liability to CGT or UK corporation tax on chargeable gains (as applicable) or, alternatively, an allowable capital loss.

The transfer by a UK holder of Preference Scheme Shares under the Preference Share Scheme in return for cash should be treated as a disposal of the UK holder's Preference Scheme Shares for the purposes of CGT or UK corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK holder's particular circumstances (including the UK holder's base cost in their holding of Preference Scheme Shares and the availability of exemptions, reliefs, allowances, and/or allowable losses), give rise to a liability to CGT or UK corporation tax on chargeable gains (as applicable) or, alternatively, an allowable capital loss.

### *Individual Ordinary Scheme Shareholders and Individual Preference Scheme Shareholders*

Subject to available exemptions, reliefs or allowances, gains arising on a disposal of Ordinary Scheme Shares or Preference Scheme Shares (as applicable) by an individual UK holder will be subject to CGT, which, for the 2026/27 tax year, would apply at the rate of 18 per cent. or 24 per cent. depending on the individual UK holder's personal circumstances including the total amount of the individual UK holder's other taxable income and gains in the relevant tax year.

No indexation allowance will be available to individual UK holders in respect of a disposal of Ordinary Scheme Shares or Preference Scheme Shares. The capital gains tax annual exemption (£3,000 for the 2026/27 tax year) may, however, be available to individual UK holders to offset against chargeable gains realised on the disposal of their Ordinary Scheme Shares or Preference Scheme Shares (to the extent it is not otherwise utilised).

### *Corporate Ordinary Scheme Shareholders and Corporate Preference Scheme Shareholders*

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Ordinary Scheme Shares or Preference Scheme Shares (as applicable) by a UK holder within the charge to UK corporation tax will be subject to UK corporation tax at the rate applicable to that UK holder.

For UK holders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Ordinary Scheme Shares or Preference Scheme Shares), indexation allowance may be available to reduce any chargeable gain arising on the disposal of their Ordinary Scheme Shares or Preference Shares where the Ordinary Scheme Shares or Preference Scheme Shares (as applicable) were acquired prior to 31 December 2017, in respect of the period of ownership of the Ordinary Scheme Shares or Preference Scheme Shares (as applicable) up to and including 31 December 2017 (but not to create or increase any allowable loss for corporation tax purposes).

The substantial shareholding exemption may apply to exempt from UK corporation tax any gain arising to UK holders within the charge to UK corporation tax where a number of conditions are satisfied, including that the corporate UK holder (together with certain associated companies) has held not less than 10 per cent. of the ordinary issued share capital of the Company for a continuous period of at least one year beginning not more than six years prior to the date of the disposal.

## UK stamp duty and SDRT

No UK stamp duty or SDRT should be payable by Ordinary Scheme Shareholders on the transfer of their Ordinary Scheme Shares under the Ordinary Share Scheme.

No UK stamp duty or SDRT should be payable by Preference Scheme Shareholders on the transfer of their Preference Scheme Shares under the Preference Share Scheme.

The UK government has published draft legislation for a new tax to replace UK stamp duty on shares and SDRT – UK securities transfer tax. It is possible that the legislation enters force, and/or that UK securities transfer tax has effect, on and from a date prior to the Effective Date of the Schemes, such that UK securities transfer tax, and not UK stamp duty or SDRT, may apply to transfers of Ordinary Scheme Shares under the Ordinary Share Scheme and Preference Scheme Shares under the Preference Share Scheme. Even if that were the case, while the draft legislation may change before being enacted, based on the current draft legislation, no UK securities transfer tax should be payable by either Ordinary Scheme Shareholders or Preference Scheme Shareholders on the transfer of their Ordinary Scheme Shares or Preference Scheme Shares (as applicable) under the Ordinary Share Scheme or Preference Share Scheme (as applicable).

# Part VIII

# ADDITIONAL INFORMATION

## 1. Responsibility

### 1.1 Rotork

The Rotork Directors, whose names are set out in paragraph 2.1 of this Part VIII (*Additional Information*), accept responsibility for the information contained in this Document (including any expressions of opinion) other than the information for which the ABB Responsible Persons accept responsibility in accordance with paragraph 1.2 below. To the best of the knowledge and belief of the Rotork Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document (including any expression of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

### 1.2 ABB and Bidco

The ABB Directors and Bidco Directors (the "**ABB Responsible Persons**"), whose names are set out in paragraphs 2.2 and 2.3 of this Part VIII (*Additional Information*), accept responsibility for the information contained in this Document (including any expressions of opinion) relating to ABB, Bidco, each member of the Wider ABB Group, the ABB Directors and Bidco Directors, and their respective close relatives, related trusts and other connected persons and persons acting in concert with ABB and Bidco (as such term is defined in the Takeover Code), the financing of the Acquisition and the Preference Share Acquisition, ABB's rationale for entering into the Acquisition and the Preference Share Acquisition, ABB's future plans for Rotork and its management and employees, pension schemes and for any other aspect of Rotork's business as required under the Takeover Code. To the best of the knowledge and belief of the ABB Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Document (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

## 2. Directors and Responsible Persons

***Rotork Directors***

2.1 The Rotork Directors and their respective positions are:

| | |
|---|---|
| Dorothy Thompson, CBE | Chair |
| Kiet Huynh | Chief Executive Officer |
| Ben Peacock | Chief Financial Officer |
| Andrew Heath | Senior Independent Non-Executive Director |
| Janice Stipp | Non-Executive Director |
| Vanessa Simms | Non-Executive Director |
| Svein Richard Brandtzæg | Non-Executive Director |

The business address of Rotork and each of the Rotork Directors is Rotork House, Brassmill Lane, Bath, BA1 3JQ.

The Company Secretary of Rotork is Stuart Pain.

*ABB Directors*

2.2 The ABB Directors and their respective positions are:

| | |
|---|---|
| Peter R. Voser | Chairman of the Board |
| David Constable | Director |
| Frederico Fleury Curado | Director |
| Johan Forssell | Director |
| Denise C. Johnson | Director |
| Jennifer Xin-Zhe Li | Director |
| Geraldine Matchett | Director |
| David Meline | Director |
| Claudia Nemat | Director |
| Mats Rahmstrom | Director |

The business address of each of the ABB Directors is Affolternstrasse 44, 8050 Zurich, Switzerland.

ABB is a public company with its registered office at Affolternstrasse 44, 8050 Zurich, Switzerland.

*Bidco Directors*

2.3 The Bidco Directors and their respective positions are:

| | |
|---|---|
| Mathias Gaertner | Director |
| Christian Nilsson | Director |

The business address of each of the Bidco Directors is Daresbury Park, Daresbury, Warrington, Cheshire, United Kingdom, WA4 4BT.

Bidco is a private limited company with its registered office at Daresbury Park, Daresbury, Warrington, Cheshire, United Kingdom, WA4 4BT.

**3. Interests and Dealings in relevant securities**

3.1 For the purposes of this paragraph 3 of this Part VIII (*Additional Information*):

(A) "**acting in concert**" has the meaning given to it in the Takeover Code;

(B) "**arrangement**" includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;

(C) "**close relative**" has the meaning given to it in the Takeover Code;

(D) "**dealing**" has the meaning given to it in the Takeover Code;

(E) "**derivative**" has the meaning given to it in the Takeover Code;

(F) "**Disclosure Period**" means the period commencing on 16 July 2025 (being the date twelve (12) months prior to the commencement of the Offer Period) and ending on the Latest Practicable Date;

(G) "**interest**" or "**interests**" in relevant securities has the meaning given to it in the Takeover Code;

(H) "**Offer Period**" means the offer period (as defined by the Takeover Code) relating to Rotork which commenced on 16 July 2026;

(I) "**Note 11 arrangement**" includes any indemnity or option agreement, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments and confirmation of intent to vote in favour of the Ordinary Share Scheme and/or related resolutions, details of which are set out in paragraph 4 of this Part VIII (*Additional Information*));

(J) "**relevant securities**" means, in respect of Rotork, Rotork Ordinary Shares, Rotork Preference Shares and securities convertible into, rights to subscribe for, options (including traded options) in respect of and derivatives referenced to Rotork Ordinary Shares and Rotork Preference Shares and, in respect of ABB, ABB Shares and securities convertible into, rights to subscribe for, options (including traded options) in respect of and derivatives referenced to ABB Shares, and "**Rotork relevant securities**" and "**ABB relevant securities**" shall be construed accordingly; and

(K) "**short position**" means any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

**3.2 Interests in Rotork relevant securities**

**Rotork**

*Rotork Directors*

As at the Latest Practicable Date, the Rotork Directors (and their close relatives, related trusts and connected persons) held the following interests in, or rights to subscribe in respect of, Rotork relevant securities:

***Rotork Ordinary Shares***

*Issued share capital*

| **Name** | **Number of Rotork Ordinary Shares** | **Percentage (%) of existing issued ordinary share capital** | **Nature of interest** |
|---|---|---|---|
| Dorothy Thompson, CBE | 20,000 | 0.002 | Ordinary shares of 0.5 pence each |
| Close relative of Dorothy Thompson, CBE | 17,610 | 0.002 | Ordinary shares of 0.5 pence each |
| Kiet Huynh | 9,450 | 0.001 | Ordinary shares of 0.5 pence each |
| Close relative of Kiet Huynh | 38,377 | 0.005 | Ordinary shares of 0.5 pence each |
| Ben Peacock | 73,951 | 0.009 | Ordinary shares of 0.5 pence each |
| Andrew Heath | 25,000 | 0.003 | Ordinary shares of 0.5 pence each |
| Svein Richard Brandtzæg | 5,500 | 0.001 | Ordinary shares of 0.5 pence each |
| Janice Stipp (jointly with a close relative) | 5,000 | 0.001 | Ordinary shares of 0.5 pence each |
| Vanessa Simms | Nil | Nil | Ordinary shares of 0.5 pence each |

*Share options and share awards*

| Name | Plan | Number of Rotork Ordinary Shares | Date of grant | Vesting date | Exercise price (per share) (pence) |
|---|---|---|---|---|---|
| Kiet Huynh | Long Term Incentive Plan | 6,473 | 24 March 2021 | Vested | Nil |
| Kiet Huynh | Long Term Incentive Plan | 200,611 | 24 March 2022 | Vested | Nil |
| Kiet Huynh | Long Term Incentive Plan | 313,319 | 24 March 2023 | Vested | Nil |
| Kiet Huynh | Long Term Incentive Plan | 377,464 | 21 March 2024 | 21 March 2027 | Nil |
| Kiet Huynh | Long Term Incentive Plan | 427,538 | 31 March 2025 | 31 March 2028 | Nil |
| Kiet Huynh | Long Term Incentive Plan | 761,064 | 14 May 2026 | 14 May 2029 | Nil |
| Kiet Huynh | Deferred Annual Bonus Plan | 104,067 | 11 March 2024 | 11 March 2027 | Nil |
| Kiet Huynh | Deferred Annual Bonus Plan | 87,283 | 31 March 2025 | 31 March 2028 | Nil |
| Kiet Huynh | Deferred Annual Bonus Plan | 81,223 | 25 March 2026 | 25 March 2029 | Nil |
| Kiet Huynh | Sharesave | 6,693 | 24 September 2025 | 1 December 2028 | 273 |
| Ben Peacock | Long Term Incentive Plan | 230,404 | 21 March 2024 | 21 March 2027 | Nil |
| Ben Peacock | Long Term Incentive Plan | 235,539 | 31 March 2025 | 31 March 2028 | Nil |
| Ben Peacock | Long Term Incentive Plan | 427,758 | 14 May 2026 | 14 May 2029 | Nil |
| Ben Peacock | Deferred Annual Bonus Plan | 39,271 | 31 March 2025 | 31 March 2028 | Nil |
| Ben Peacock | Deferred Annual Bonus Plan | 44,185 | 25 March 2026 | 25 March 2029 | Nil |
| Ben Peacock | Sharesave | 12,394 | 4 October 2024 | 1 December 2029 | 254 |

***Rotork Preference Shares***

As at the Latest Practicable Date, none of the Rotork Directors held any interests in, or rights to subscribe in respect of, Rotork Preference Shares.

*Persons acting in concert with Rotork*

As at the Latest Practicable Date, persons acting in concert with Rotork (excluding the Rotork Directors) held the following interests in, or rights to subscribe in respect of, Rotork relevant securities:

***Rotork Ordinary Shares***

*Issued share capital*

| Name | Number of Rotork Ordinary Shares | Percentage (%) of existing issued ordinary share capital | Nature of interest |
|---|---|---|---|
| Leucadia Asset Management LLC | 728,556 | 0.089 | Ordinary shares of 0.5 pence each |

***Rotork Preference Shares***

As at the Latest Practicable Date, none of the persons acting in concert with Rotork (excluding the Rotork Directors) held any interests in, or rights to subscribe in respect of, Rotork Preference Shares.

**ABB and Bidco**

As at the Latest Practicable Date, none of ABB, Bidco and persons acting in concert with ABB and/or Bidco held any interests in, or rights to subscribe in respect of, Rotork relevant securities.

**3.3 Dealings in Rotork relevant securities**

**Rotork**

*Rotork Directors*

No dealings in Rotork relevant securities by Rotork Directors have taken place since the commencement of the Offer Period until the Latest Practicable Date.

*Persons acting in concert with Rotork*

No dealings in Rotork relevant securities by persons acting in concert with Rotork (excluding the Rotork Directors) have taken place since the commencement of the Offer Period until the Latest Practicable Date.

**ABB and Bidco**

No dealings in Rotork relevant securities by ABB, Bidco and persons acting in concert with ABB and/or Bidco have taken place during the Disclosure Period.

**3.4 General**

Save as disclosed in paragraphs 3 and 4 of this Part VIII (*Additional Information*), as at the Latest Practicable Date:

(A) no member of the Wider ABB Group had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of Rotork relevant securities, nor has any member of the Wider ABB Group dealt in any Rotork relevant securities during the Disclosure Period;

(B) none of the ABB Directors nor the Bidco Directors had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of Rotork relevant securities, nor has any such person dealt in any Rotork relevant securities during the Disclosure Period;

(C) no person deemed to be acting in concert with ABB or Bidco had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of Rotork relevant securities, nor has any such person dealt in any Rotork relevant securities during the Disclosure Period;

(D) no person who has an arrangement with ABB or Bidco or any person acting in concert with ABB or Bidco had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of Rotork relevant securities, nor has any such person dealt in any Rotork relevant securities during the Disclosure Period;

(E) neither ABB nor Bidco, nor any person acting in concert with ABB or Bidco, has borrowed or lent any Rotork relevant securities in the Disclosure Period, save for any borrowed shares which have been either on-lent or sold;

(F) save for the irrevocable undertakings described in paragraph 4 below, neither ABB, Bidco nor any person acting in concert with ABB or Bidco has any Note 11 arrangement with any other person;

(G) no member of the Rotork Group had any interest in, right to subscribe in respect of, or any short position in relation to Bidco relevant securities, nor has any such person dealt in any Rotork relevant securities or Bidco relevant securities during the Offer Period;

(H) none of the Rotork Directors had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of Rotork relevant securities or ABB relevant securities, nor has any such person dealt in any Rotork relevant securities or any ABB relevant securities during the Offer Period;

(I) no person deemed to be acting in concert with Rotork had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of Rotork relevant securities, nor has any such person dealt in any Rotork relevant securities during the Offer Period;

(J) no person who has an arrangement with Rotork had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of Rotork relevant securities, nor has any such person dealt in any Rotork relevant securities during the Offer Period;

(K) neither Rotork nor any person acting in concert with Rotork has borrowed or lent any Rotork relevant securities, save for any borrowed shares which have been either on-lent or sold; and

(L) neither Rotork nor any person who is acting in concert with Rotork has any Note 11 arrangement with any other person.

Save as disclosed in paragraph 4 below in respect of the Ordinary Share Scheme and the Ordinary Share Resolution only, no person has given any irrevocable undertaking or other commitment to vote in favour of the Ordinary Share Scheme or the Ordinary Share Resolution to be proposed at the Ordinary Share General Meeting or the Preference Share Scheme.

Save as disclosed herein, no agreement, arrangement or understanding (including any compensation arrangement) exists between Rotork, ABB, Bidco or any person acting in concert with them and any of the Rotork Directors or the recent directors, shareholders or recent shareholders of Rotork having any connection with or dependence upon or which is conditional upon the Acquisition and/or the Preference Share Acquisition.

There is no agreement, arrangement or understanding whereby the beneficial ownership of any Rotork Ordinary Shares or Rotork Preference Shares to be acquired by ABB (through Bidco) will be transferred to any other person.

## 4. Irrevocable undertakings

***Rotork Ordinary Shares***

The following Rotork Directors have given irrevocable undertakings to vote (or, where applicable, procure votes) in favour of the Ordinary Share Scheme at the Ordinary Share Court Meeting and the Ordinary Share Resolution at the Ordinary Share General Meeting (and, if the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of their entire beneficial holdings of Rotork Ordinary Shares:

| Name | Total number of Rotork Ordinary Shares in respect of which the undertaking is given | Percentage of Rotork issued share capital |
|---|---|---|
| Dorothy Thompson, CBE | 20,000 | 0.002 |
| Kiet Huynh | 9,450 | 0.001 |
| Ben Peacock | 73,951 | 0.009 |
| Andrew Heath | 25,000 | 0.003 |
| Svein Richard Brandtzæg | 5,500 | 0.001 |
| Janice Stipp | 5,000 | 0.001 |
| **Total** | 138,901 | 0.017 |

These irrevocable undertakings also extend to any Rotork Ordinary Shares acquired by such Rotork Directors as a result of the vesting of awards or the exercise of options under the Rotork Share Plans.

The irrevocable undertakings remain binding in the event a higher competing offer is made for Rotork and shall cease to be binding on the earlier of the following:

- the Ordinary Share Scheme lapses or is withdrawn in accordance with its terms, provided that this shall not apply where: (i) the Ordinary Share Scheme is withdrawn as a result of ABB exercising its right to implement the Acquisition by way of a Takeover Offer (through Bidco) rather than by way of Ordinary Share Scheme; or (ii) a new, revised or replacement offer or scheme is announced within 5 Business Days (or such other period as Rotork and ABB may agree in writing);
- at 11:59 p.m. on the Long Stop Date; or
- the date on which any competing offer for the entire issued ordinary share capital of Rotork becomes or is declared unconditional or, if proceeding by way of a scheme of arrangement, becomes effective.

***Rotork Preference Shares***

No person has given any irrevocable undertaking or other commitment to vote in favour of the Preference Share Scheme.

## 5. Directors' service contracts and emoluments

### 5.1 Rotork Executive Directors

The Rotork Executive Directors have entered into service agreements with Rotork as summarised below:

| Name of Rotork Executive Director | Date of service contract | Effective date of appointment | Notice period |
|---|---|---|---|
| Kiet Huynh | 8 January 2022 | 10 January 2022 | 12 months |
| Ben Peacock | 11 September 2023 | 11 March 2024 | 12 months |

(A) Kiet Huynh was appointed as an executive director of Rotork and as Chief Executive Officer on 10 January 2022. He is currently engaged under a service contract dated 8 January 2022. He has been continuously employed by Rotork since 9 April 2018. His current annual base salary is £776,996. This was increased effective 1 April 2026 from a previous base salary of £709,585. Ben Peacock was appointed as an executive director of Rotork and as Chief Financial Officer on 11 March 2024. He is currently engaged under a service contract dated 11 September 2023. His current annual base salary is £499,101.

This was increased effective 1 April 2026 from a previous base salary of £455,800. Each Rotork Executive Director's salary is reviewed (but not necessarily increased) annually.

(B) Benefits available to the Rotork Executive Directors include a car and fuel (or a car and fuel allowance), personal accident insurance, private medical insurance and life assurance. Additional benefits may be provided, as appropriate, including compensation for increased taxation where a Rotork Executive Director has relocated from one country to another and travel benefits for Rotork Executive Directors working away from their home country. Any reasonable business-related expenses may be reimbursed (including any tax thereon if determined to be a taxable benefit). There is no prescribed maximum cost to the benefits provided. The Rotork Executive Directors are covered by a directors' and officers' liability insurance policy and have been granted an indemnity by Rotork to the extent permitted by law in respect of liabilities incurred as a result of their office. The indemnity does not provide any coverage where such Rotork Executive Director is proved to have acted fraudulently or dishonestly. Ben Peacock is entitled to relocation benefits and, in March 2026, the term of certain of those relocation benefits was extended to 5 April 2027.

(C) The Rotork Executive Directors are entitled to participate in a defined contribution pension arrangement under which Rotork contributes 10.35 per cent. of the Rotork Executive Director's basic salary, or a cash allowance in lieu of pension contributions. The Rotork Executive Directors are not entitled to employer contributions equal to a higher percentage of salary than is available to the majority of the workforce in which the Rotork Executive Director operates.

(D) Under their respective service contracts, the Rotork Executive Directors may be eligible to receive a bonus, the amount of which is determined by the Rotork Board at its absolute discretion and as the Rotork Board may from time to time determine. The maximum annual bonus opportunity is 150 per cent. of salary on achievement of performance conditions covering profit (60 per cent.), cash generation (15 per cent.), ESG measures (10 per cent.) and personal objectives (15 per cent.). The award opportunity in 2026 is 150 per cent. of salary for Kiet Huynh and 125 per cent. of salary for Ben Peacock. Up to 60 per cent. of the maximum bonus opportunity is paid in cash. Any bonus awarded in excess of 60 per cent. of the maximum is deferred into Rotork Ordinary Shares under the DABP for three years. Rotork Ordinary Shares which are delivered on vesting of awards under the DABP are subject to a two-year post-vesting holding period. Dividend equivalents may be paid on the deferred shares on vesting, which may be paid in cash or Rotork Ordinary Shares.

(E) Under their respective service contracts, the Rotork Executive Directors may be entitled to participate in the LTIP. The maximum award opportunity is 300 per cent. of base salary. The award opportunity in 2026 is 300 per cent. of base salary for Kiet Huynh and 262.5 per cent. of base salary for Ben Peacock. The maximum opportunity was increased effective 1 May 2026 from a previous maximum of 200 per cent. of base salary. The award opportunity in 2025 was 200 per cent. of base salary for Kiet Huynh and 175 per cent. of base salary for Ben Peacock. Awards under the LTIP are normally made annually with performance measured over three financial years. LTIP awards typically vest after three years, and Rotork Executive Directors must retain any Rotork Ordinary Shares vesting (net of tax) until the fifth anniversary of grant. The Rotork Executive Directors are entitled to receive the value of dividend payments that would otherwise have accrued during the three-year vesting period in respect of vested awards under the LTIP, which may be paid in cash or Rotork Ordinary Shares.

(F) The Rotork Executive Directors are also entitled to participate in the all-employee tax-advantaged Sharesave and SIP on the same terms as other UK-based Rotork Group employees, subject to limits set by HMRC. Under the SIP, an aggregate total of up to 4 per cent. of profits are distributed to employees each year in the form of Rotork Ordinary Shares. The distribution is calculated by reference to years of service and basic salary and is capped at £3,600. Each Rotork Executive Director participates in the Sharesave and the SIP.

(G) Ben Peacock participates in Rotork's Dividend Reinvestment Plan. Under Rotork's Dividend Reinvestment Plan, Rotork Ordinary Shareholders may elect to use the cash dividend payments in respect of the Rotork Ordinary Shares they own to purchase additional Rotork Ordinary Shares. As a Rotork Ordinary Shareholder, Kiet Huynh is also eligible to participate in Rotork's Dividend Reinvestment Plan.

(H) Each Rotork Executive Director's service contract has no fixed expiry date. Accordingly, there is no unexpired term of their service contracts. The appointment of each Rotork Executive Director under their service contract is terminable: (i) on twelve months' written notice by the Rotork Executive Director to Rotork; (ii) on twelve months' written notice by Rotork to the Rotork Executive Director; or (iii) with immediate effect at any time without notice in specified circumstances, including if the Rotork Executive Director neglects, omits or refuses to perform their duties and obligations, or commits any serious or persistent breach thereof, commits misconduct prejudicial to Rotork or gross misconduct, commits any criminal offence (including in particular relating to bribery or insider dealing) with limited exceptions, commits any act of fraud, dishonesty, corrupt practice, tax evasion or bribery, fails or ceases to meet the requirements of any regulatory body whose consent is required for the Rotork Executive Director to undertake their duties, or is guilty of a serious breach of the rules and regulations of such a regulatory body or the compliance manual of any Rotork Group member, becomes bankrupt or makes (or attempts to make) any composition with creditors or if an insolvency order is made against the Rotork Executive Director, is guilty of deliberate abuse or misuse of personal data, becomes incapacitated, is prohibited by law from being a director of a company, ceases to be a director of any member of the Rotork Group without prior written consent, commits any serious breach of the requirements, rules or regulations of the FCA, the London Stock Exchange, the PRA or similar bodies, refuses or neglects to comply with any lawful orders, is guilty of any deliberate act of discrimination, harassment or victimisation, or ceases to be eligible to work in the UK. Should notice be served, Rotork may require the Rotork Executive Director to continue to fulfil their current duties or may assign a period of garden leave. Rotork may exercise its discretion to pay the Rotork Executive Director their basic salary in lieu of their notice period or the remainder of the notice period.

(I) Each Rotork Executive Director is subject to certain post-termination restrictions for 12 months after termination. The period of post-termination restrictions will be reduced by any period of garden leave.

### 5.2 The Chair and other Rotork Non-Executive Directors

The Rotork Non-Executive Directors have entered into letters of appointment. The principal terms of these letters of appointment are as follows:

| Name of Rotork Non-Executive Director | Date of Appointment | Expected expiry date of current term | Current fees (per annum)[1] |
|---|---|---|---|
| Dorothy Thompson, CBE (Chair) | 1 December 2022 | 30 November 2028 | £330,200 |
| Svein Richard Brandtzæg | 20 November 2024 | 19 November 2027 | £85,500 |
| Andrew Heath | 1 April 2024 | 31 March 2027 | £92,600 |
| Vanessa Simms | 21 June 2024 | 20 June 2027 | £80,200 |
| Janice Stipp | 1 December 2020 | 30 November 2026 | £85,500 (converted to USD) |

(A) The appointment of each Rotork Non-Executive Director is subject to the Rotork Articles and is contingent on their continued satisfactory performance, election and re-election by Rotork Ordinary Shareholders and any relevant statutory provisions relating to the removal of a director from office. There is a presumption that appointments will not continue beyond the ninth anniversary of the first appointment date.

1 These fees are inclusive of additional fees for the Senior Independent Non-Executive Director, the chairs of committees of the Rotork Board and the Non-Executive Director for Workforce Engagement. Fees for the Rotork Non-Executive Directors were increase with effect from 1 April 2026. The annual fees which the Rotork Non-Executive Directors were entitled to from 1 April 2025 until 31 March 2026 were: £320,000 for Dorothy Thompson, CBE; £81,800 for Svein Richard Brandtzæg; £89,700 for Andrew Heath; £77,700 for Vanessa Simms; and £81,800 (converted to USD) for Janice Stipp.

(B) In addition to the fees summarised in the table above, the Rotork Non-Executive Directors are entitled to reimbursement by Rotork for all reasonable and properly documented expenses incurred in performing the duties of their office. The Rotork Non-Executive Directors are also entitled to reimbursement by Rotork for the reasonable cost of any expenditure incurred in seeking independent professional advice in the furtherance of their duties as directors of Rotork. Rotork books flights from the United States for Janice Stipp for the purposes of attendance at board meetings and Rotork site visits.

(C) Each Rotork Non-Executive Director's letter of appointment is terminable by either party by giving not less than three months' prior written notice, except for the Chair whose letter of appointment is terminable by either party by giving not less than six months' written notice.

(D) Each Rotork Non-Executive Director's appointment will terminate automatically with immediate effect and without compensation if they are not re-elected as a director of Rotork or if they are retired in accordance with the Rotork Articles. Rotork may terminate each Rotork Non-Executive Director's appointment with immediate effect if such Rotork Non-Executive Director commits a material breach of their obligations under their letter of appointment, commits a serious or repeated breach or non-observance of their obligations to Rotork, is guilty of any fraud or dishonesty or acts in a manner which, in Rotork's opinion, is likely to bring them or Rotork into disrepute or is materially adverse to Rotork's interests, is convicted of an arrestable criminal offence (with limited exceptions), is declared bankrupt or makes an arrangement with or for the benefit of their creditors, or if they have a county court administration order made against them, are disqualified from acting as a director or fails to comply with Rotork's policies on anti-bribery and corruption, Rotork's code of conduct or any applicable anti-bribery legislation.

(E) Each Rotork Non-Executive Director is restricted for a period of 12 months immediately following the termination of their appointment from carrying on or being engaged, concerned or interested in any business which is similar to or which is (or intends to be) in competition with any business carried on by Rotork or the Rotork Group, whether as principal or agent and whether alone or jointly with (or as a director, manager, partner, shareholder or employee consultant of) any other person.

(F) Rotork has taken out insurance cover for directors' and officers' liabilities for the benefit of each Rotork Non-Executive Director. The Rotork Non-Executive Directors have been granted an indemnity by Rotork to the extent permitted by law in respect of liabilities incurred as a result of their office. The indemnity does not provide any coverage where such Rotork Non-Executive Director is proved to have acted fraudulently or dishonestly.

**5.3 Save as disclosed above:**

(A) there are no service contracts or letters of appointment between any Rotork Director or proposed director of Rotork and any member of the Rotork Group;

(B) no such contract or letter of appointment has been entered into or amended within the six months preceding the date of this Document;

(C) no Rotork Director is entitled to commission or profit-sharing arrangements; and

(D) other than statutory compensation no compensation is payable by Rotork or any member of the Rotork Group to any Rotork Director upon early termination of their employment or appointment.

5.4 Save as set out in this Document, the effect of the Ordinary Share Scheme on the interests of the Rotork Directors does not differ from its effect on the like interests of any other holder of Ordinary Scheme Shares. None of the Rotork Directors holds any Rotork Preference Shares and, accordingly, the Preference Share Scheme will not affect the interests of the Rotork Directors.

## 6. Market quotations for Rotork Ordinary Shares

The following table shows the closing middle market prices for Rotork Ordinary Shares as derived from the Official List for:

(A) the first Business Day of each of the six (6) months before the date of this Document;

(B) 15 July 2026, being the last Business Day prior to the commencement of the Offer Period; and

(C) 4 August 2026, being the Latest Practicable Date.

| Date | Rotork Share price (p) |
|---|---|
| 2 March 2026 | 383.0 |
| 1 April 2026 | 320.6 |
| 1 May 2026 | 316.0 |
| 1 June 2026 | 304.8 |
| 1 July 2026 | 301.8 |
| 15 July 2026 | 290.8 |
| 3 August 2026 | 487.0 |
| Latest Practicable Date | 486.2 |

## 7. Material contracts

### 7.1 Rotork material contracts

Save for the offer-related arrangements described in paragraph 8, no member of the Rotork Group has, during the period beginning 16 July 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

### 7.2 ABB and Bidco material contracts

Save as disclosed below, and save for the offer-related arrangements described in paragraph 8 below, no member of the ABB Group has, during the period beginning 16 July 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business have been entered into by members of the ABB Group in the period beginning 16 July 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date.

***Commitment Letter***

On 16 July 2026, ABB and Barclays Bank PLC (as mandated lead arranger, bookrunner and underwriter) entered into a commitment letter (the "**Commitment Letter**") in respect of a term loan facility agreement. It is intended that the cash consideration payable by Bidco to Rotork Shareholders under the terms of the Acquisition will be funded by cash resources, which may include a redeployment of the expected net cash proceeds to be received by the ABB Group following completion of the Robotics Disposal, one or more drawings under the term loan facility agreement appended to the Commitment Letter, and/or capital markets debt issued by ABB, in each case, the proceeds of which will be made available to Bidco.

For the purpose of ensuring certain funds, pursuant to the terms of the Commitment Letter, Barclays Bank PLC has agreed, subject to certain conditions, that an English law governed unsecured facility agreement on pre-agreed terms would be entered into within one business day of a request by ABB (the "**Bridge Facility Agreement**"). Under the terms of the Commitment Letter, ABB has the right to request to enter into the Bridge Facility Agreement up to six months following the execution of the Commitment Letter.

*Purpose*

Pursuant to and subject to the terms of the Bridge Facility Agreement, Barclays Bank PLC would agree to make a term facility of up to £4,200,000,000 available for the purpose of financing the cash consideration payable under the terms of the Acquisition, paying certain costs relating to the Acquisition and repaying existing indebtedness of the Rotork Group to third parties (the "**Bridge Facility**").

*Availability of the Bridge Facility*

The Bridge Facility would be provided on customary certain funds terms and would be available to be drawn, subject to satisfaction of the conditions precedent set out in the Bridge Facility Agreement, from (and including) the date of the Bridge Facility Agreement to (and including) the end of the Availability Period.

*Term and maturity*

The Bridge Facility would mature on the date falling 12 months after the earlier of (i) the closing date of the Acquisition and (ii) the first anniversary of the date of the Bridge Facility Agreement, subject to an option exercisable by ABB to extend the maturity of the Bridge Facility for an additional six month period.

*Interest and Fees*

The Bridge Facility would, if drawn, incur interest at a rate equal to compounding SONIA plus an initial margin of 0.25 per cent. per annum, with such margin stepping up to 0.30 per cent. per annum after three months, 0.40 per cent. per annum after six months, 0.50 per cent. per annum after nine months, 0.65 per cent. per annum after 12 months, 0.80 per cent. per annum after 15 months, 1.00 per cent. per annum after 18 months and 1.20 per cent. per annum after 21 months.

Certain fees are payable under the Commitment Letter and, if executed, would be payable under the Bridge Facility Agreement and ancillary documentation including commitment fees, a fee payable on execution of the Bridge Facility Agreement and funding fees.

*Other terms*

The Bridge Facility Agreement contains customary provisions relating to representations and warranties (including in respect of the Acquisition), undertakings (including restrictive undertakings in respect of security, mergers and financial indebtedness of ABB's subsidiaries), indemnities and events of default. The Bridge Facility Agreement also contains prepayment events in relation to proceeds of debt capital markets issuance and proceeds of the Robotics Disposal, which would apply with effect from the closing date of the Acquisition.

The Commitment Letter is governed by English law. The Bridge Facility Agreement would be governed by English law.

***Robotics SPA***

On 8 October 2025, ABB and Tulip Holdco (DE) LLC, a subsidiary of SoftBank Group Corp, entered into a sale and purchase agreement (the "**Robotics SPA**") pursuant to which ABB agreed to sell the robotics business of the ABB Group, comprising the design, development, manufacturing, sale and service of robotics products and solutions as well as digital solutions and services relating to robotics products, to Tulip Holdco at an enterprise value of $5.375 billion.

Completion of the transaction pursuant to the Robotics SPA is conditional on certain regulatory approvals and further customary closing conditions. It is expected that completion of the transaction will occur in mid-to-late 2026.

The Robotics SPA contains customary warranties and other obligations given and incurred by ABB which are generally typical for comparable transactions. This includes customary non-compete and non-solicitation obligations.

The Robotics SPA is governed by English law and any disputes thereunder are to be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce.

## 8. Offer-related Arrangements

### Confidentiality Agreement

See paragraph 14 of Part II (*Explanatory Statement*) of this Document for further details on the Confidentiality Agreement.

### Co-operation Agreement

See paragraph 14 of Part II (*Explanatory Statement*) of this Document for further details on the Co-operation Agreement.

### Clean Team Agreement

See paragraph 14 of Part II (*Explanatory Statement*) of this Document for further details on the Clean Team Agreement.

### Joint Defence Agreement

See paragraph 14 of Part II (*Explanatory Statement*) of this Document for further details on the Joint Defence Agreement.

## 9. Offer-related fees and expenses

### 9.1 Fees and expenses of Rotork

The aggregate fees and expenses expected to be incurred by Rotork in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be:

| **Category** | **Approximately in £m** |
|---|---|
| Financial and corporate broking advice(1) | 41.0 |
| Legal advice(1)(2) | 12.5 |
| Accounting and tax advice(3) | 0.2 |
| Public relations advice(1) | 1.2 |
| Other professional services (including, for example, registrars, management consultants, actuaries and specialist valuers)(3) | 1.0 |
| Other costs and expenses(3) | 0.2 |
| **Total** | 56.0 |

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective.

(2) Certain of these services are charged by reference to hourly or daily rates. The amounts included here reflect an estimate of time required until the Acquisition becomes Effective, and include fees to be incurred in connection with anti-trust and regulatory filings.

(3) Certain of these services are provided on the basis of an estimated range of fees payable. The amounts included here reflect an estimate of the amount payable.

**9.2 Fees and expenses of ABB and Bidco**

The aggregate fees and expenses expected to be incurred by ABB and Bidco in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be:

| **Category** | **Approximately in £m**(1) |
|---|---|
| Financing arrangements(2) | 20.7 |
| Financial and corporate broking advice(3) | 18.0 |
| Legal advice(4)(5) | 13.0 |
| Accounting and tax advice(5) | 1.4 |
| Public relations advice(5) | 0.2 |
| Other professional services (including, for example, registrars, management consultants, actuaries and specialist valuers)(5) | 1.0 |
| Other costs and expenses(5) | 5.1 |
| **Total** | 59.4 |

(1) Certain of these fees and expenses have been converted, to the extent applicable, into GBP at an exchange rate of GBP 1: CHF 1.0886, which has been sourced from Bloomberg as at the Latest Practicable Date and has been rounded to the nearest four decimal places.

(2) The total amount of fees payable will depend on whether, and when, the Acquisition becomes Effective and the quantum of the Bridge Facility drawn by ABB, as described in paragraph 7.2 of this Part VIII (*Additional Information*).

(3) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective. A portion of the fees are subject to the discretion of ABB.

(4) Certain of these services are charged by reference to hourly or daily rates. The amounts included here reflect an estimate of time required until the Acquisition becomes Effective, and include fees to be incurred in connection with anti-trust and regulatory filings.

(5) Certain of these services are provided on the basis of an estimated range of fees payable. The amounts included here reflect an estimate of the amount payable.

In addition, stamp duty in the UK of 0.5 per cent. of the value of the Cash Consideration and Preference Cash Consideration will be payable by Bidco.

**10. Financing arrangements relating to ABB and Bidco**

The Cash Consideration and the Preference Cash Consideration will be settled by Bidco, an indirectly wholly-owned subsidiary of ABB, through cash resources. These resources may include a redeployment of the expected net cash proceeds to be received by the ABB Group following completion of the Robotics Disposal.

Further information on the financing of the Acquisition, including the Commitment Letter and Bridge Facility Agreement is included in paragraph 7.2.

**11. ABB and Bidco cash confirmation**

Barclays, in its capacity as financial adviser to ABB and Bidco, is satisfied that resources available to ABB and Bidco are sufficient to satisfy in full the Cash Consideration payable to Rotork Ordinary Shareholders under the terms of the Acquisition.

**12. Persons acting in concert**

12.1 In addition to the Rotork Directors (together with their close relatives and related trusts) and members of the Rotork Group, the persons who, for the purposes of the Takeover Code, are acting in concert with Rotork in respect of the Acquisition and who are required to be disclosed are:

| **Name** | **Registered Office** | **Relationship** |
|---|---|---|
| J.P. Morgan Cazenove | 25 Bank Street, Canary Wharf, London, E14 5JP | Joint Lead Financial Adviser and Corporate Broker to Rotork |
| Rothschild & Co | New Court, St Swithin's Lane, London, EC4N 8AL | Joint Lead Financial Adviser and Sole Rule 3 Adviser to Rotork |

| Name | Registered Office | Relationship |
|---|---|---|
| Jefferies | 100 Bishopsgate, London, EC2N 4JL | Joint Financial Adviser and Corporate Broker to Rotork |
| Morgan Stanley | 25 Cabot Square, Canary Wharf, London, E14 4QA | Joint Financial Adviser to Rotork |

12.2 In addition to the ABB Directors and the Bidco Directors (together with their respective close relatives and related trusts) and members of the Wider ABB Group, the persons who, for the purposes of the Takeover Code, are acting in concert with ABB and Bidco in respect of the Acquisition and who are required to be disclosed are:

| Name | Registered Office | Relationship |
|---|---|---|
| Barclays | 1 Churchill Place, London, E14 5HP | Sole Financial Adviser to ABB and Bidco |

**13. No significant change**

There has been no significant change in the financial or trading position of Rotork since 30 June 2026, being the date to which the latest financial information published by Rotork was prepared.

**14. Consent**

Each of J.P. Morgan Cazenove, Rothschild & Co, Jefferies, Morgan Stanley and Barclays has given, and has not withdrawn its written consent to the inclusion herein of the references to its name in the form and context in which such references appear.

**15. Documents incorporated by reference**

15.1 Parts of other documents are incorporated by reference in, and form part of, this Document.

15.2 Part VI (*Financial and Ratings Information*) of this Document sets out which sections of certain documents are incorporated by reference into, and form part of, this Document.

15.3 A person who has received this Document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested from Rotork's Registrar, Equiniti, by calling the shareholder helpline between 8.30 a.m. to 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales on +44 (0) 371 384 2269, or by submitting a request in writing to Equiniti, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, with an address to which the hard copy should be sent. Calls are charged at the standard geographic rate and will vary by provider.

**16. Documents available for inspection**

Until and including the Effective Date (or the date on which the Ordinary Share Scheme lapses or is withdrawn, if earlier) copies of the following documents will be available via the links on Rotork's website at www.rotork.com/investors and on ABB's website at www.new.abb.com/rotorkoffer (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions):

(A) this Document;

(B) the announcement of publication of this Document, released on the date hereof;

(C) the Forms of Proxy;

(D) the memorandum and articles of association of each of Rotork, ABB and Bidco;

(E) a draft of the articles of association of Rotork as proposed to be amended by the resolution set out in the notice of Ordinary Share General Meeting set out in Part XI (*Notice of Ordinary Share General Meeting*) of this Document;

(F) the financial information relating to Rotork referred to in Part A of Part VI (*Financial and Ratings Information*) of this Document;

(G) the financial information relating to ABB referred to in Part B of Part VI (*Financial and Ratings Information*) of this Document;

(H) the Confidentiality Agreement;

(I) the Co-operation Agreement;

(J) the Clean Team Agreement;

(K) the Joint Defence Agreement;

(L) the irrevocable undertakings referred to in paragraph 4 of this Part VIII (*Additional Information*);

(M) the written consents referred to in paragraph 14 of this Part VIII (*Additional Information*);

(N) the Commitment Letter, as well as certain additional documents relating to Bidco's financing arrangements;

(O) the Announcement; and

(P) copies of the Share Plan Notices.

**17. Sources and bases of selected financial information**

17.1 In this Document, unless otherwise stated or the context otherwise requires, the following sources and bases have been used:

17.2 817,126,239 Rotork Ordinary Shares in issue as at the close of business on the Latest Practicable Date.

17.3 Any references to the issued and to be issued ordinary share capital of Rotork (being 822,254,464 Rotork Ordinary Shares) is based upon:

(A) 817,126,239 Rotork Ordinary Shares in issue as at the date of the Announcement; plus

(B) 7,932,668 Rotork Ordinary Shares, being the number of Rotork Ordinary Shares that is expected to be issued on or after the date of the Announcement to satisfy the exercise of options or vesting of awards pursuant to the Rotork Share Plans, as at the date of the Announcement; less

(C) 2,804,443 Rotork Ordinary Shares held by the employee benefit trusts of the Rotork Group as at the date of the Announcement that can be used to satisfy the exercise of options or vesting of awards pursuant to the Rotork Share Plans.

17.4 A value of approximately £4.136 billion for the entire issued and to be issued ordinary share capital of Rotork on a fully diluted basis is calculated as:

(A) the Cash Consideration of 503 pence per Rotork Ordinary Share; and

(B) the number of issued and to be issued Rotork Ordinary Shares as referred to in paragraph 17.3 above.

17.5 The enterprise value of Rotork implied by the terms of the Acquisition of approximately £4.084 billion is calculated on the basis of:

(A) the value of Rotork's entire issued and to be issued share capital as set out in paragraph 17.4 above; less

(B) net cash including lease liabilities of £57 million as of 31 March 2026; plus

(C) net pension deficit, of £2 million as of 31 December 2025; plus

(D) minority interest of £3 million as of 31 December 2025.

17.6 The implied multiple of 5.3 times Rotork's sales for the year ended 31 December 2025 is calculated as:

(A) the implied enterprise value of Rotork as set out in paragraph 17.5 above; divided by

(B) Rotork's sales for the year ended 31 December 2025 of £777 million.

17.7 The implied multiple of 19.5 times Rotork's adjusted EBITDA for the year ended 31 December 2025 is calculated as:

(A) the implied enterprise value of Rotork as set out in paragraph 17.5 above; divided by

(B) Rotork's adjusted EBITDA for the year ended 31 December 2025 of £210 million (calculated as £192 million adjusted operating profit, plus £15 million depreciation, plus £3 million amortisation and impairment of development costs as per Rotork's latest disclosure).

17.8 The enterprise value of ABB is approximately $185,639 million and is calculated as:

(A) the number of outstanding shares of ABB of 1,814,919,203 as of 30 June 2026; times

(B) the closing price of CHF83.18 or $103.1 per ABB Share on 15 July 2026 (being the last Business Day prior to the commencement of the Offer Period); plus

(C) financial debt including lease liabilities of $9,000 million as of 31 March 2026; less

(D) cash and equivalents (including the proceeds from the Robotics Disposal) of $10,776 million as of 31 March 2026; less

(E) associates, of $321 million as of 31 March 2026; plus

(F) minority interest of $600 million as of 31 March 2026.

17.9 The multiple of 5.6 times ABB's sales for the year ended 31 December 2025 is calculated as:

(A) the enterprise value set out under paragraph 17.8 above; divided by

(B) ABB's sales for the year ended 31 December 2025 of $33,220 million.

17.10 The multiple of 25.9 times ABB's adjusted EBITDA for the year ended 31 December 2025 is calculated as:

(A) the enterprise value set out under paragraph 17.8 above; divided by

(B) ABB's EBITDA for the year ended 31 December 2025 of $7,171 million (calculated as $6,047 million income from operations, plus $813 million depreciation and amortisation, plus $311 million of operating lease expenses).

17.11 The premia applicable to the Preference Share Acquisition have been calculated as:

(A) 333.6 per cent. to the last recorded trading price of 116 pence per Rotork Preference Share on 13 April 2026 (being the date on which the most recent trade in Rotork Preference Shares took place); and

(B) 204.8 per cent. to the highest recorded trading price of 165 pence per Rotork Preference Share on 10 October 2014 (being the date on which the highest recorded trade in Rotork Preference Shares took place).

17.12 Unless otherwise stated, financial information relating to Rotork has been extracted from Rotork's announcement of its results for the financial year ended 31 December 2025.

17.13 Unless otherwise stated, financial information relating to ABB has been extracted from ABB's announcement of its results for the financial year ended 31 December 2025.

17.14 The volume-weighted average prices of Rotork Shares have been sourced from Bloomberg and have been rounded to the nearest single decimal place.

17.15 The USD/CHF and USD/GBP exchange rates of 0.8067 and 0.7414 (respectively) as of 15 July 2026 (being the last Business Day prior to the commencement of the Offer Period) have been sourced from Bloomberg and have been rounded to the nearest four decimal places.

17.16 The CHF/GBP exchange rate of 0.9186 as of the Latest Practicable Date has been sourced from Bloomberg and has been rounded to the nearest four decimal places.

17.17 Unless otherwise stated, all prices and closing prices for Rotork Shares are closing market quotations from Bloomberg.

17.18 Unless otherwise stated, all prices and closing prices for ABB Shares are closing market quotations from Bloomberg.

17.19 Certain figures in this Document have been subject to rounding adjustments.

# Part IX

## DEFINITIONS

The following definitions apply throughout this Document (excluding Part IV (*The Ordinary Share Scheme of Arrangement*) and Part V (*The Preference Share Scheme of Arrangement*) of this Document), unless the context requires otherwise:

| | |
|---|---|
| "**£**", "**GBP**" or "**pence**" | the lawful currency of the United Kingdom; |
| "**$**" or "**USD**" | the lawful currency of the United States; |
| "**CHF**" | the lawful currency of Switzerland; |
| "**2024 Rotork Annual Report**" | the annual report and audited accounts of Rotork for the year ended 31 December 2024; |
| "**2025 Rotork Annual Report**" | the annual report and audited accounts of Rotork for the year ended 31 December 2025; |
| "**ABB**" | ABB Ltd; |
| "**ABB Directors**" or "**ABB Board**" | the persons whose names are set out in paragraph 2.2 of Part VIII (*Additional Information*) of this Document or, where the context so requires, the directors of ABB from time to time; |
| "**ABB Group**" | ABB and its subsidiary undertakings from time to time and, where the context permits, each of them; |
| "**ABB Holdco**" | ABB Asea Brown Boveri Ltd; |
| "**ABB Responsible Persons**" | the ABB Directors and Bidco Directors; |
| "**ABB Shares**" | the equity share capital of ABB from time to time; |
| "**Acquisition**" | the recommended cash acquisition by Bidco of the entire issued and to be issued ordinary share capital of Rotork to be effected by means of the Ordinary Share Scheme as described in this Document or should ABB so elect (with the consent of the Panel and subject to the terms of the Co-operation Agreement) by way of Takeover Offer and, where the context admits, any subsequent revision, variation, extension or renewal thereof; |
| "**Announcement**" | the joint announcement made by Rotork and ABB on 16 July 2026 under Rule 2.7 of the Takeover Code in respect of ABB's firm intention to effect the Acquisition; |
| "**Authorisations**" | regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions, or approvals; |
| "**Availability Period**" | has the meaning given in the Bridge Facility Agreement; |
| "**Barclays**" | Barclays Bank PLC, acting through its Investment Bank; |
| "**Bidco**" | ABB Automation Holding UK Limited, a company incorporated in England and Wales with registered number 17332914, and an indirect wholly-owned subsidiary of ABB; |
| "**Bidco Directors**" | the persons whose names are set out in paragraph 2.3 of Part VIII (*Additional Information*) of this Document or, where the context so requires, the directors of Bidco from time to time; |

| | |
|---|---|
| “**Business Day**” | a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open in London for general banking business; |
| “**Cash Consideration**” | 503 pence per Ordinary Scheme Share; |
| “**CGT**” | UK capital gains tax; |
| “**Clean Team Agreement**” | the clean team agreement dated 4 July 2026 entered into between ABB Holdco and Rotork, as described in paragraph 14 of Part II (*Explanatory Statement*) of this Document; |
| “**Closing Price**” | the closing middle market price of a Rotork Ordinary Share on a particular trading day as derived from the Daily Official List; |
| “**Companies Act**” | the Companies Act 2006, as amended from time to time; |
| “**Conditions**” | the conditions to the Acquisition, as set out in Part A of Part III (*Conditions and Further Terms*) of this Document and “**Condition**” shall mean any one of them; |
| “**Confidentiality Agreement**” | the confidentiality agreement dated 28 June 2026 between ABB Holdco and Rotork, as described in paragraph 14 of Part II (*Explanatory Statement*) of this Document; |
| “**Co-operation Agreement**” | the agreement dated 16 July 2026 entered into between ABB, Bidco and Rotork relating to, among other things, the implementation of the Acquisition, as described in paragraph 14 of Part II (*Explanatory Statement*) of this Document; |
| “**Court**” | the High Court of Justice in England and Wales; |
| “**Court Meetings**” | either or both of the Ordinary Share Court Meeting and the Preference Share Court Meeting, as the context requires; |
| “**Court Sanction Date**” | the date on which the Ordinary Share Scheme or the Preference Share Scheme (as applicable) is sanctioned by the Court; |
| “**CREST**” | the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear; |
| “**CREST Application Host**” | the system that is operated to receive, manage and control the processing of messages by the CREST system; |
| “**CREST Manual**” | the rules governing the operation of CREST as published by Euroclear; |
| “**CREST Participant**” | a person who is, in relation to CREST, a system participant (as defined in the CREST Regulations); |
| “**CREST Proxy Instruction**” | the appropriate CREST message for a proxy appointment to be made by means of CREST; |
| “**CREST Regulations**” | the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (including as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time (including by means of the Uncertificated Securities (amendment and EU Exit) Regulations 2019 (SI 2019/679)); |
| “**DABP**” | Rotork’s Deferred Annual Bonus Plan initially adopted by the Rotork Directors on 1 March 2018, the amended version having been adopted by the Rotork Directors on 7 March 2025, as further amended from time to time; |

| | |
|---|---|
| “**Daily Official List**” | the Daily Official List published by the London Stock Exchange; |
| “**Dealing Disclosure**” | has the same meaning as in Rule 8 of the Takeover Code; |
| “**Disclosed**” | the information which has been fairly disclosed by or on behalf of Rotork: (i) in the 2025 Rotork Annual Report; (ii) in the Announcement; (iii) in any other announcement by or on behalf of Rotork prior to the date of the Announcement; or (iv) as otherwise fairly disclosed to ABB (or its respective officers, employees, agents or advisers) prior to the date of the Announcement (including all matters fairly disclosed in the written replies, correspondence, documentation and information provided in an electronic data room created by or on behalf of Rotork or sent to ABB or any of its respective advisers during the due diligence process (including, without limitation, in the management due diligence sessions) and whether or not in response to any specific request for information made by any such person); |
| “**EBITA**” | earnings before interest, taxes and acquisition-related amortisation; |
| “**EBITDA**” | earnings before interest, taxes, depreciation and amortisation; |
| “**Effective**” | a) in the context of the Acquisition:<br>i. if the Acquisition is implemented by way of the Ordinary Share Scheme, the Ordinary Share Scheme having become effective in accordance with its terms; or<br>ii. if the Acquisition is implemented by way of a Takeover Offer, such Takeover Offer having been declared or having become unconditional in accordance with the Takeover Code; or<br>b) in the context of the Preference Share Acquisition:<br>i. the Preference Share Scheme having become effective in accordance with its terms; or<br>ii. if the Preference Share Acquisition is implemented by way of a takeover offer, such takeover offer having been declared or having become unconditional; |
| “**Effective Date**” | a) in the context of the Acquisition, the date on which the Acquisition becomes Effective; or<br>b) where the context requires, in the context of the Preference Share Acquisition, the date on which the Preference Share Acquisition becomes Effective; |
| “**Enlarged ABB Group**” | the combined group following completion of the Acquisition, comprising the ABB Group and the Rotork Group; |
| “**Equiniti**” | Equiniti Limited; |
| “**Euroclear**” | Euroclear UK & International Limited; |

| | |
|---|---|
| "**Excluded Ordinary Shares**" | any Rotork Ordinary Shares which are:<br>a) registered in the name of or beneficially owned by Bidco and/or any other member of the ABB Group (and/or any nominee of the foregoing); and<br>b) held in treasury by Rotork, in each case at the Ordinary Share Scheme Record Time; |
| "**Excluded Preference Shares"** | any Rotork Preference Shares which are:<br>a) registered in the name of or beneficially owned by Bidco and/or any other member of the ABB Group (and/or any nominee of the foregoing); and<br>b) held in treasury by Rotork, in each case at the Preference Share Scheme Record Time; |
| "**Explanatory Statement**" | means the explanatory statement (in compliance with section 897 of the Companies Act) relating to the Ordinary Share Scheme and Preference Share Scheme, as set out in Part II (*Explanatory Statement*) of this Document; |
| "**FCA**" | the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the UK Financial Services and Markets Act 2000; |
| "**Form(s) of Proxy**" | the BLUE form of proxy for use at the Ordinary Share Court Meeting, the YELLOW form of proxy for use at the Ordinary Share General Meeting and/or the GREEN form of proxy for use at the Preference Share Court Meeting (or either or all of them as the context may require); |
| "**FSMA**" | the Financial Services and Markets Act 2000, as amended from time to time; |
| "**GESP**" | Rotork's Global Employee Share Plan as adopted by the Rotork Directors on 28 July 2022, as amended from time to time; |
| "**HMRC**" | HM Revenue and Customs or its successor from time to time; |
| "**Implied Enterprise Value**" | has the meaning given in paragraph 2 of Part I (*Letter from the Chair of Rotork*) of this Document; |
| "**Joint Defence Agreement**" | the joint defence agreement dated 4 July 2026 entered into between ABB Holdco, Rotork and their respective external counsel in relation to the Acquisition, as described in paragraph 14 of Part II (*Explanatory Statement*) of this Document; |
| "**Latest Practicable Date**" | 4 August 2026; |
| "**Listing Rules**" | the listing rules made by the FCA under FSMA and contained in the publication of the same name, as amended from time to time; |
| "**London Stock Exchange**" | London Stock Exchange plc or its successor; |
| "**Long Stop Date**" | 16 July 2027, or such later date as: (i) may be agreed by ABB and Rotork or, in a competitive situation, as may be specified by ABB with the consent of the Panel; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required); |

| | |
|---|---|
| "**LTIP**" | Rotork's 2019 Long Term Incentive Plan approved by the Rotork Ordinary Shareholders on 26 April 2019 and adopted by the Rotork Directors on 16 May 2019, as amended from time to time; |
| "**Main Market**" | the main market of the London Stock Exchange; |
| "**Meetings**" | the Court Meetings and/or the Ordinary Share General Meeting, as the case may be, and "**Meeting**" shall be construed accordingly; |
| "**Nominated Person**" | a person nominated under section 146 of the Companies Act to enjoy information rights; |
| "**Non-UK holders**" | has the meaning given in paragraph 19.3 of Part II (*Explanatory Statement)* of this Document; |
| "**Offer Period**" | means the period commencing 16 July 2026 and ending on the earlier of the date on which it is announced that the Ordinary Share Scheme has become Effective and/or the date on which it is announced that the Ordinary Share Scheme has lapsed or has been withdrawn (or such other date as the Takeover Code may provide or the Panel may decide); |
| "**Official List**" | the official list maintained by the FCA pursuant to Part 6 of FSMA; |
| "**Opening Position Disclosure**" | has the same meaning as in Rule 8 of the Takeover Code; |
| "**Ordinary Sanctioned Shareholder**" | any person owning, holding or controlling a direct or indirect interest in Ordinary Scheme Shares who is a Sanctioned Person where the Sanctions that directly or indirectly apply to such person prohibit or restrict any relevant person from: (i) dealing in any Rotork Ordinary Shares which such person (directly or indirectly, including as a custodian or nominee) owns, holds or controls; or (ii) dealing in any consideration payable by Bidco for the Ordinary Scheme Shares to or for the benefit of such person (including, accepting, receiving, holding or transferring such consideration); |
| "**Ordinary Scheme Shareholders**" | the holders of Ordinary Scheme Shares; |
| "**Ordinary Scheme Shares**" | the Rotork Ordinary Shares:<br>a) in issue as at the date of this Document;<br>b) (if any) issued after the date of this Document but prior to the Ordinary Share Voting Record Time; and/or<br>c) (if any) issued on or after the Ordinary Share Voting Record Time and before the Ordinary Share Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Ordinary Share Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by the Ordinary Share Scheme,<br>in each case, which remain in issue at the Ordinary Share Scheme Record Time, but excluding any Excluded Ordinary Shares; |
| "**Ordinary Share Court Meeting**" | the meeting of Ordinary Scheme Shareholders convened by order of the Court pursuant to section 896 of the Companies Act, notice of which is set out in Part X (*Notice of Ordinary Share Court Meeting*) of this Document, for the purpose of considering |

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| | and, if thought fit, approving this Ordinary Share Scheme (with or without amendment), including any adjournment or postponement thereof; |
| "**Ordinary Share Court Order**" | the order of the Court sanctioning the Ordinary Share Scheme under section 899 of the Companies Act; |
| "**Ordinary Share General Meeting**" | the meeting of Rotork Ordinary Shareholders (including any adjournment or postponement thereof) convened in connection with the Ordinary Share Scheme by the notice set out in Part XI (*Notice of Ordinary Share General Meeting*) of this Document; |
| "**Ordinary Share Meetings**" | the Ordinary Share Court Meeting and/or the Ordinary Share General Meeting, as the case may be; |
| "**Ordinary Share Resolution**" | the special resolution to be proposed at the Ordinary Share General Meeting in connection with the implementation of the Ordinary Share Scheme and certain amendments to be made to the Rotork Articles as set out in the notice of Ordinary Share General Meeting in Part XI (*Notice of Ordinary Share General Meeting*) of this Document; |
| "**Ordinary Share Scheme**" | the proposed scheme of arrangement under Part 26 of the Companies Act between Rotork and Ordinary Scheme Shareholders in connection with the Acquisition, as set out in Part IV (*The Ordinary Share Scheme of Arrangement*) of this Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Rotork and ABB; |
| "**Ordinary Share Scheme Record Time**" | 6.00 p.m. on the Business Day immediately prior to the Effective Date (or such other date and/or time as ABB and Rotork may agree); |
| "**Ordinary Share Voting Record Time**" | 6.30 p.m. on the day which is two (2) Business Days prior to the date of the Ordinary Share Court Meeting or, if the Ordinary Share Court Meeting is adjourned or postponed, 6.30 p.m. on the day which is two (2) Business Days before the day of such adjourned or postponed Ordinary Share Court Meeting; |
| "**Overseas Shareholders**" | Rotork Ordinary Shareholders and Rotork Preference Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom; |
| "**Panel**" | the Panel on Takeovers and Mergers; |
| "**PRA**" | the Prudential Regulation Authority or its successor from time to time; |
| "**Preference Cash Consideration**" | 503 pence per Preference Scheme Share; |
| "**Preference Sanctioned Shareholder**" | any person owning, holding or controlling a direct or indirect interest in Preference Scheme Shares who is a Sanctioned Person where the Sanctions that directly or indirectly apply to such person prohibit or restrict any relevant person from: (i) dealing in any Rotork Preference Shares which such person (directly or indirectly, including as a custodian or nominee) owns, holds or controls; or (ii) dealing in any consideration payable by Bidco for the Preference Scheme Shares to or for the benefit of such person (including, accepting, receiving, holding or transferring such consideration); |

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| “**Preference Scheme Conditions**” | the conditions to the implementation of the Preference Share Scheme, as set out in Part C of Part III (*Conditions and Further Terms*) of this Document and “**Preference Scheme Condition**” shall mean any one of them; |
| “**Preference Scheme Shareholders**” | the holders of Preference Scheme Shares; |
| “**Preference Scheme Shares**” | the Rotork Preference Shares:<br>a) in issue as at the date of this Document;<br>b) (if any) issued after the date of this Document but prior to the Preference Share Voting Record Time; and/or<br>c) (if any) issued on or after the Preference Share Voting Record Time and before the Preference Share Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by this Preference Share Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by this Preference Share Scheme,<br>in each case, which remain in issue at the Preference Share Scheme Record Time, but excluding any Excluded Preference Shares; |
| “**Preference Share Acquisition**” | the acquisition by Bidco of the entire issued and to be issued preference share capital of Rotork to be effected by means of the Preference Share Scheme; |
| “**Preference Share Court Meeting**” | the meeting of Preference Scheme Shareholders convened by order of the Court pursuant to section 896 of the Companies Act, notice of which is set out in Part XII (*Notice of Preference Share Court Meeting*) of this Document, for the purpose of considering and, if thought fit, approving the Preference Share Scheme (with or without amendment), including any adjournment or postponement thereof; |
| “**Preference Share Court Order**” | the order of the Court sanctioning the Preference Share Scheme under section 899 of the Companies Act; |
| “**Preference Share Scheme**” | the proposed scheme of arrangement under Part 26 of the Companies Act between Rotork and Preference Scheme Shareholders in connection with the Preference Share Acquisition, as set out in Part V (*The Preference Share Scheme of Arrangement*) of this Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Rotork and ABB; |
| “**Preference Share Scheme Record Time**” | 6.00 p.m. on the Business Day immediately prior to the Effective Date (or such other date and/or time as Bidco and Rotork may agree); |
| “**Preference Share Voting Record Time**” | 6.30 p.m. on the day which is two (2) Business Days prior to the date of the Preference Share Court Meeting or, if the Preference Share Court Meeting is adjourned or postponed, 6.30 p.m. on the day which is two (2) Business Days before the day of such adjourned or postponed Preference Share Court Meeting; |
| “**R&D**” | research and development; |
| “**Register**” | the register of members of the Company; |
| “**Registrar**” | Equiniti, the Company’s registrars; |

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| “**Registrar of Companies**” | the Registrar of Companies in England and Wales; |
| “**Regulatory Conditions**” | the regulatory conditions to the implementation of the Acquisition which are set out in paragraphs 3 to 24 of Part A of Part III (*Conditions and Further Terms*) of this Document; |
| “**Regulatory Information Service**” | any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements; |
| “**Restricted Jurisdiction**” | any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition and/or Preference Share Acquisition is sent or made available to Rotork Shareholders in that jurisdiction; |
| “**Robotics Disposal**” | the disposal by ABB of the robotics business of the ABB Group to a subsidiary of SoftBank Group Corp. as announced on 8 October 2025; |
| “**Robotics SPA**” | the sale and purchase agreement entered into between ABB and Tulip Holdco (DE) LLC, a subsidiary of SoftBank Group Corp, dated 8 October 2025; |
| “**Rotork**” or “**the Company**” | Rotork plc, incorporated in England and Wales with registered number 00578327; |
| “**Rotork Articles**” | the articles of association of Rotork from time to time; |
| “**Rotork Board**” or “**Rotork Directors**” | the persons whose names are set out in paragraph 2.1 of Part VIII (*Additional Information*) of this Document or, where the context so requires, the directors of Rotork from time to time; |
| “**Rotork Executive Directors**” | Kiet Huynh and Ben Peacock; |
| “**Rotork Group**” | Rotork and its subsidiary undertakings and, where the context permits, each of them; |
| “**Rotork Management Board**” | Kiet Huynh, Ben Peacock, Keith Barnard, Xin Man, Dr Metin Gerceker, Mike Pelezo, Beatriz Rodriguez Gomez, Stuart Pain, Ross Pascoe and Chris Klasner; |
| “**Rotork Non-Executive Directors**” | Svein Richard Brandtzæg, Andrew Heath, Vanessa Simms, Janice Stipp and Dorothy Thompson, CBE; |
| “**Rotork Ordinary Shareholders**” | holders of Rotork Ordinary Shares; |
| “**Rotork Ordinary Shares**” | the existing unconditionally allotted or issued and fully paid ordinary shares of 0.5 pence each in the capital of Rotork and any further such ordinary shares which are unconditionally allotted or issued before the Ordinary Share Scheme becomes Effective; |
| “**Rotork Permitted Dividend**” | a permitted interim dividend of up to 3 pence per Rotork Ordinary Share which, if paid by the Rotork Board with a record date and a payment date prior to the Effective Date, Rotork Ordinary Shareholders are entitled to receive and retain without any reduction to the Cash Consideration; |
| “**Rotork Preference Shareholders**” | the holders of Rotork Preference Shares; |
| “**Rotork Preference Shares**” | the non-equity 9.5 per cent. cumulative preference shares of £1.00 each in the capital of Rotork and any further such preference shares which are unconditionally allotted or issued before the Preference Share Scheme becomes effective; |

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| "**Rotork Remuneration Committee**" | the remuneration committee of the Rotork Board from time to time; |
| "**Rotork Share Plans**" | the DABP, the GESP, the LTIP, the Sharesave and the SIP; |
| "**Rotork Shares**" | Rotork Ordinary Shares and Rotork Preference Shares; |
| "**Rotork Shareholders**" | Rotork Ordinary Shareholders and Rotork Preference Shareholders; |
| "**Rule 15 Proposals**" | has the meaning given to it in paragraph 4 of the "Action to be taken" section of this Document; |
| "**Sanction Hearing**" | the hearing by the Court of the application to sanction the Ordinary Share Scheme and the Preference Share Scheme under Part 26 of the Companies Act, including any adjournments thereof; |
| "**Sanctioned Shareholders**" | Ordinary Sanctioned Shareholders and Preference Sanctioned Shareholders; |
| "**Sanctioned Country**" | any country or territory that is the target of any comprehensive country or territory-wide Sanctions (being Sanctions which generally prohibit all dealing with persons in such country or territory), which countries and territories, as at the Latest Practicable Date, are Cuba, Iran, North Korea, the Crimea and the separatist-controlled portions of the Luhansk and Donetsk regions of Ukraine; |
| "**Sanctioned Person**" | any person or entity that is: (i) listed or referred to on any Sanctions List; (ii) resident in, ordinarily located in or incorporated or domiciled under the laws of any Sanctioned Country; (iii) owned or controlled by a person or persons referred to in (i) or (ii); or (iv) otherwise specifically targeted by any Sanctions; |
| "**Sanctions**" | any economic or financial sanctions laws or regulations, administered, enacted or enforced by any Sanctions Authority; |
| "**Sanctions Authority**" | the governmental and regulatory authorities and institutions responsible for the implementation and/or enforcement of financial and economic sanctions in each of: (i) the United Kingdom; (ii) the European Union and any member state thereof; (iii) the United States; (iv) the United Nations; or (v) any other jurisdiction where such jurisdiction's laws are applicable to and binding on Bidco or Rotork; |
| "**Sanctions Licence**" | a licence, consent or other authorisation, or a written confirmation, made or issued by a Sanctions Authority pursuant to, or in connection with, Sanctions; |
| "**Sanctions List**" | the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions maintained by the European Commission, the UK Sanctions List maintained by the UK Foreign, Commonwealth & Development Office, or any other public list of persons targeted by Sanctions maintained by, or public announcement of Sanctions designation made by, any Sanctions Authority; |
| "**Schemes**" | means the Ordinary Share Scheme and the Preference Share Scheme; |

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| "**Scheme Record Time**" | either or both of the Ordinary Share Scheme Record Time or Preference Share Scheme Record Time; |
| "**Scheme Shares**" | either or both of the Ordinary Scheme Shares or Preference Scheme Shares; |
| "**SDRT**" | UK stamp duty reserve tax; |
| "**SEC**" | the US Securities and Exchange Commission; |
| "**Share Plan Notices**" | has the meaning given in paragraph 9 of Part II (*Explanatory Statement*) of this Document; |
| "**Sharesave**" | Rotork's Sharesave Scheme as approved by Rotork Ordinary Shareholders on 21 May 2004 and by HMRC on 10 August 2004, further approved by Rotork Ordinary Shareholders on 28 April 2013, amended as approved by the remuneration committee of Rotork on 28 February 2007, 24 June 2011 and 5 August 2014 and amended as approved by the Rotork Directors on 24 February 2023 and Rotork Ordinary Shareholders on 28 April 2023, as further amended from time to time; |
| "**Significant Interest**" | in relation to an undertaking, a direct or indirect interest in 20 per cent. or more of the voting rights conferred by the equity share capital of such undertaking; |
| "**SIP**" | Rotork's Share Incentive Plan as adopted pursuant to a resolution dated 23 May 2002 and as amended pursuant to resolutions dated 20 April 2012, 29 April 2022 and 9 October 2025, as further amended from time to time; |
| "**Takeover Code**" | the City Code on Takeovers and Mergers; |
| "**Takeover Offer**" | if (subject to the consent of the Panel (where required) and the terms of the Co-operation Agreement) ABB elects to effect the Acquisition by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), through Bidco, the takeover offer to be made by or on behalf of ABB to acquire the issued and to be issued ordinary share capital of Rotork on the terms and subject to the conditions to be set out in the related offer document, including, where the context admits, any subsequent revision, variation, extension or renewal of such offer; |
| "**Trusts**" | have the meaning given in paragraph 9 of Part II (*Explanatory Statement*) of this Document; |
| "**UK**" or "**United Kingdom**" | the United Kingdom of Great Britain and Northern Ireland; |
| "**UK holders**" | has the meaning given to it in Part VII (*United Kingdom Taxation*) of this Document; |
| "**US**" or "**United States**" | the United States of America, its territories and possessions, any state of the United States and the District of Columbia; |
| "**Wider ABB Group**" | ABB and the subsidiaries and subsidiary undertakings of ABB and associated undertakings (including any joint venture, partnership, firm or company in which any member of the ABB Group is interested or any undertaking in which ABB and such undertakings (aggregating their interests) have a Significant Interest); and |
| "**Wider Rotork Group**" | Rotork and the subsidiaries and subsidiary undertakings of Rotork and associated undertakings and any other body corporate, partnership, joint venture or person in which Rotork and such undertakings (aggregating their interests) have a Significant Interest. |

All times referred to in this Document are London times unless otherwise stated.

For the purposes of this Document, "**subsidiary**", "**subsidiary undertaking**", "**undertaking**" and "**associated undertaking**" have the respective meanings given thereto by the Companies Act.

Words importing the singular shall include the plural and vice versa.

A reference to "**includes**" shall mean "**includes without limitation**", and references to "**including**" and any similar term shall be construed accordingly.

All references to statutory provisions or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

# Part X

## NOTICE OF ORDINARY SHARE COURT MEETING

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMPANIES COURT (ChD)**

**CR-2026-005429**

**IN THE MATTER OF ROTORK PLC**

**and**

**IN THE MATTER OF THE COMPANIES ACT 2006**

**NOTICE IS HEREBY GIVEN** that, by an order dated 4 August 2026 made in the above matters, the Court has given permission for a meeting (the "**Ordinary Share Court Meeting**") to be convened of the holders of Ordinary Scheme Shares as at the Ordinary Share Voting Record Time (each as defined in the Ordinary Share Scheme (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the "**Companies Act**") between Rotork plc ("**Rotork**" or the "**Company**") and the holders of Ordinary Scheme Shares (the "**Ordinary Share Scheme**") and that such meeting will be held at the offices of Rothschild & Co at New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom on 3 September 2026 at 10.15 a.m., at which place and time all holders of Ordinary Scheme Shares are requested to attend.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this notice forms part.

A copy of the Ordinary Share Scheme of Arrangement and a copy of the explanatory statement required to be published pursuant to section 897 of the Companies Act are incorporated in the document of which this notice forms part.

Voting on the resolution to approve the Ordinary Share Scheme of Arrangement will be by poll, which shall be conducted as the Chair of the Ordinary Share Court Meeting may determine.

**Holders of Ordinary Scheme Shares may vote in person at the Ordinary Share Court Meeting or they may appoint another person as their proxy to attend, speak and vote on their behalf. A proxy need not be a member of the Company but must attend the Ordinary Share Court Meeting and you are strongly encouraged to appoint the Chair of the Ordinary Share Court Meeting as your proxy (who may appoint an alternative proxy in respect of your Ordinary Scheme Shares in their absolute discretion). A holder of Ordinary Scheme Shares may appoint more than one proxy in relation to the Ordinary Share Court Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that holder.**

**It is important that, for the Ordinary Share Court Meeting, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of the opinion of the holders of Ordinary Scheme Shares. The holders of Ordinary Scheme Shares are strongly encouraged to submit proxy appointments and instructions for the Ordinary Share Court Meeting as soon as possible, using any of the methods set out below, to ensure your vote is recorded. Doing so will not prevent you from attending, speaking and voting in person at the Ordinary Share Court Meeting if you wish and are entitled to do so. In the event of a poll on which you vote in person, your proxy vote will be excluded.**

**For the avoidance of doubt, and notwithstanding any other provision contained in this Notice of Ordinary Share Court Meeting, no Ordinary Sanctioned Shareholder will be entitled to vote at the Ordinary Share Court Meeting or appoint a proxy to exercise all or any of such Ordinary Sanctioned Shareholder's right to vote on their behalf at the Ordinary Share Court Meeting.**

**A BLUE Form of Proxy for use at the Ordinary Share Court Meeting is enclosed with this notice. Holders of Ordinary Scheme Shares held through CREST may also appoint a proxy or proxies using CREST by following the instructions set out on pages 11 to 15 of the document of which this notice forms part. Completion and return of a BLUE Form of Proxy, or appointment of proxies through CREST or electronically via Equiniti's Shareview website or the Proxymity platform (for institutional investors only), will not preclude a holder of Ordinary Scheme Shares from attending, speaking and voting in person at the Ordinary Share Court Meeting, or any adjournment or postponement thereof.**

It is requested that the BLUE Form of Proxy (together with any power of attorney or other authority under which it is signed, or a duly certified copy thereof) be returned to Equiniti Limited, at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, by post, so as to be received no later than 10.15 a.m. on 1 September 2026 or, in the case of an adjournment or postponement of the Ordinary Share Court Meeting, no later than 48 hours before the time appointed for the adjourned or postponed meeting (excluding any such 48 hour period falling on a non-Business Day). If the BLUE Form of Proxy is not so returned, it (together with any such authority, if applicable) may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof).

Where the Chair of the Ordinary Share Court Meeting is appointed as your proxy, the Chair of the Ordinary Share Court Meeting may (in their absolute discretion) appoint any other person as they see fit as your proxy in respect of some or all of your Ordinary Scheme Shares.

As an alternative to appointing a proxy, any Ordinary Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a member, provided that no more than one corporate representative exercises power over the same share. Only one corporate representative is to be counted in determining whether under section 899(1) of the Companies Act a majority in number of the Ordinary Scheme Shareholders approved the Ordinary Share Scheme. The Chair of the Ordinary Share Court Meeting may require a corporate representative to produce to Equiniti his/her written authority to attend and vote at the Ordinary Share Court Meeting at any time before the start of the Ordinary Share Court Meeting. The representative shall not be entitled to exercise the powers conferred on them by the Ordinary Scheme Shareholder until any such demand has been satisfied.

In the case of joint holders of Ordinary Scheme Shares, the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s). For this purpose, seniority will be determined by the order in which the names stand in the Register in respect of the relevant joint holding (the first being the most senior), save that, to the extent that two joint holders seek to vote in a different manner, the Chair shall report the same to the Court.

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by going to Equiniti's Shareview website, www.shareview.co.uk, and logging into your Shareview Portfolio. If you have not yet registered for a Shareview Portfolio, you may do so by going to www.shareview.co.uk and entering the requested information. It is important that you register for a Shareview Portfolio in sufficient time to complete the registration and authentication process. Once you have logged into your Shareview Portfolio, click "View" on the "My Investments" page and then follow the link to vote and the on-screen instructions.

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Rotork and approved by Rotork's Registrar, Equiniti. For further information regarding Proxymity, please visit: www.proxymity.io. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy.

For an electronic proxy appointment (via Shareview or Proxymity) to be valid, the appointment must be received no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the Ordinary Share Court Meeting (or in the case of any adjournment or postponement, no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the time and date set for the adjourned or postponed Ordinary Share Court Meeting). If you have not appointed a proxy electronically by this time, the BLUE Form of Proxy may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Ordinary Share Court Meeting or to the Equiniti representative who will be present at the Ordinary Share Court Meeting, any time prior to the commencement of the Ordinary Share Court Meeting (or any adjournment or postponement thereof).

Entitlement to attend and vote at the Ordinary Share Court Meeting or any adjournment or postponement thereof and the number of votes which may be cast at the Ordinary Share Court Meeting will be determined by reference to the Register at 6.30 p.m. on 1 September 2026 or, if the Ordinary Share Court Meeting is adjourned or postponed, 6.30 p.m. on the date which is two days before the date fixed for the adjourned or postponed meeting (excluding non-Business Days). In each case, changes to the Register after the relevant time shall be disregarded in determining the rights of any person to attend, speak and vote at the Ordinary Share Court Meeting.

By the said order, the Court has appointed Dorothy Thompson, CBE or, failing her, any other director of the Company to act as Chair of the Ordinary Share Court Meeting and has directed the Chair to report the result of the Ordinary Share Court Meeting to the Court.

The Ordinary Share Scheme will be subject to the subsequent sanction of the Court.

Dated 6 August 2026

**Slaughter and May**
One Bunhill Row
London EC1Y 8YY
*Solicitors for the Company*

**Notes**

1. Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act to enjoy information rights (a "**Nominated Person**") may, under an agreement between him/her and the member by whom he/she was nominated have a right to be appointed (or to have someone else appointed) as a proxy for the Ordinary Share Court Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.
2. The statement of rights of Ordinary Scheme Shareholders in relation to the appointment of proxies described in this notice does not apply to Nominated Persons. Such rights can only be exercised by Ordinary Scheme Shareholders.

# Part XI

## NOTICE OF ORDINARY SHARE GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Ordinary Share General Meeting of Rotork plc (the "**Company**" or "**Rotork**") will be held at the offices of Rothschild & Co at New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom on 3 September 2026 at 10.30 a.m. (or as soon thereafter as the Ordinary Share Court Meeting (as defined in the document of which this notice forms part) convened for 10.15 a.m. on the same day and at the same place, by an order of the High Court of Justice in England and Wales, concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as a special resolution.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this notice forms part.

### SPECIAL RESOLUTION

1. THAT:

(A) for the purpose of giving effect to the scheme of arrangement dated 6 August 2026 between the Company and the holders of Ordinary Scheme Shares (as defined in said scheme of arrangement), a print of which has been produced to this meeting and for the purposes of identification has been signed by the Chair of this meeting, in its original form or with or subject to any modification, addition, or condition agreed by the Company and Bidco and approved or imposed by the Court (the "**Ordinary Share Scheme**"), the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Ordinary Share Scheme into effect; and

(B) with effect from the passing of this resolution, the articles of association of the Company be and are hereby amended by the adoption and inclusion of the following new article 167:

***"ORDINARY SHARE SCHEME OF ARRANGEMENT***

***Shares not subject to the Ordinary Share Scheme of Arrangement***

167.

*(a) In this Article, references to the "**Ordinary Share Scheme**" are to the scheme of arrangement dated 6 August 2026, between the Company and the Ordinary Scheme Shareholders (as defined in the Ordinary Share Scheme) under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition approved or imposed by the High Court of England and Wales and agreed by the Company and ABB Automation Holding UK Limited ("**Bidco**") and (save as defined in this Article) terms defined in the Ordinary Share Scheme shall have the same meanings in this Article.*

*(b) Notwithstanding any other provision of these Articles, if the Company issues or transfers out of treasury any Ordinary Shares (other than to Bidco, any parent undertaking of Bidco, any subsidiary of Bidco, or any nominee of Bidco (each a "**Bidco Company**")) at any time on or after the date of adoption of this Article and prior to the Ordinary Share Scheme Record Time, such Ordinary Shares shall be issued or transferred subject to the terms of the Ordinary Share Scheme (and shall be Ordinary Scheme Shares for the purposes thereof) and the holder or holders of such Ordinary Shares shall be bound by the Ordinary Share Scheme accordingly.*

*(c) Notwithstanding any other provision of these Articles and provided the Ordinary Share Scheme has become effective, if any Ordinary Shares are issued or transferred out of treasury to any person (other than a Bidco Company or its nominee(s)) (a "**New Ordinary***

*__Member__") at or after the Ordinary Share Scheme Record Time (each a "__Post-Ordinary Scheme Share__") they will be immediately transferred to Bidco (or such person as Bidco may direct) (the "__Ordinary Purchaser__") in consideration of and conditional on the payment, by or on behalf of Bidco, to the New Ordinary Member of an amount in cash for each Post-Ordinary Scheme Share equal to the consideration to which a New Ordinary Member would have been entitled pursuant to the Ordinary Share Scheme becoming effective had such Post-Ordinary Scheme Share been an Ordinary Scheme Share, provided that any New Ordinary Member may, prior to the issue or transfer of any Post-Ordinary Scheme Shares to such New Ordinary Member pursuant to the exercise of an option or satisfaction of an award under any of the Rotork Share Plans, give not less than five Business Days' written notice to the Company in such manner as the Board shall prescribe of their intention to transfer legal and/or beneficial ownership of some or all of the Post-Ordinary Scheme Shares to their spouse or civil partner. Any such New Ordinary Member may, if such notice has been validly given, on such Post-Ordinary Scheme Shares being issued or transferred to such New Ordinary Member, immediately transfer to their spouse or civil partner legal and/or beneficial ownership of such Post-Ordinary Scheme Shares, provided that such Post-Ordinary Scheme Shares shall then be immediately transferred (including both legal and beneficial ownership thereof) to the Ordinary Purchaser pursuant to this Article as if the spouse or civil partner were a New Ordinary Member. Where a transfer of Post-Ordinary Scheme Shares to a New Ordinary Member's spouse or civil partner takes place in accordance with this Article, references to the "New Ordinary Member" in this Article shall be taken as referring to the spouse or civil partner of the New Ordinary Member.*

*(d) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Post-Ordinary Scheme Share to be paid under Article 167(b) or 167(c) above shall be adjusted by the Board in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article to such shares shall, following such adjustment, be construed accordingly.*

*(e) To give effect to any transfer of Post-Ordinary Scheme Shares required by this Article, the Company may appoint any person as attorney and/or agent to exercise a form of transfer on behalf of a New Ordinary Member in favour of the Ordinary Purchaser and to do all such things and execute and deliver such documents as may, in the opinion of the attorney and/or agent, be necessary or desirable to vest such shares in the Ordinary Purchaser. Pending the registration of the Ordinary Purchaser as the holder of any Post-Ordinary Scheme Shares to be transferred pursuant to this Article, Bidco shall be empowered to appoint a person nominated by the Board to act as attorney on behalf of each holder of such share in accordance with such directions as Bidco may give in relation to any dealings with or disposal of such share (or any interest therein), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and the registered holder of such share shall exercise all rights attaching thereto in accordance with the directions of Bidco but not otherwise.*

*(f) Notwithstanding any other provision of these Articles, neither the Company nor the Board shall register the transfer of any Ordinary Shares effected between the Ordinary Share Scheme Record Time and the Effective Date other than to the Ordinary Purchaser pursuant to the Ordinary Share Scheme.*

*(g) If the Ordinary Share Scheme shall not have become effective by the date referred to in paragraph 7.2 of the Ordinary Share Scheme, this Article shall cease to be of any effect.".*

6 August 2026
**By order of the board**
Stuart Pain
Group General Counsel & Company Secretary

Registered Office: Rotork House, Brassmill Lane, Bath, BA1 3JQ
Registered in England and Wales No. 00578327

**Shareholder Notes:**

***Notice of Ordinary Share General Meeting***

A copy of the document including this notice, and other information required by section 311A of the Companies Act 2006, is available on Rotork's website at www.rotork.com/investors.

Copies of the articles of association of the Company as proposed to be amended by the Ordinary Share Resolution are available for inspection at Rotork's website.

***Electronic communications***

Any website or electronic address (within the meaning of section 333(4) of the Companies Act 2006) provided either in this notice or in any related documents (including the YELLOW Form of Proxy) may not be used to communicate with Rotork for any purposes other than those expressly stated.

***Voting***

All resolutions put to the Ordinary Share General Meeting will be decided by poll. In order for the Ordinary Share Resolution above to be passed, it must be approved by not less than seventy-five per cent. of the votes cast by those entitled to vote (in person or by proxy).

A "Vote withheld" option is provided on the YELLOW Form of Proxy accompanying this notice, the purpose of which is to enable a member to withhold their vote on any particular Resolution. It should be noted that a vote withheld is not a vote in law and will not be counted in the calculation of the proportion of votes for or against each Resolution.

***Right to attend, speak and vote at the Ordinary Share General Meeting***

Only those Rotork Ordinary Shareholders registered in the Register at 6.30 p.m. on 1 September 2026 shall be entitled to attend or vote at the Ordinary Share General Meeting in respect of the number of shares registered in their name at that time.

If the Ordinary Share General Meeting is adjourned or postponed, Rotork specifies that only Rotork Ordinary Shareholders entered on the Register no later than 6.30 p.m. on the date on which is two (2) days prior (excluding non-Business Days) to the adjourned or postponed meeting shall be entitled to attend and vote at the adjourned or postponed meeting. Changes to the Register after the relevant deadline will be disregarded in determining the rights of any person to attend and vote.

Any Rotork Ordinary Shareholder attending the Ordinary Share General Meeting (or any adjournment or postponement thereof) has the right to ask questions. Rotork must provide an answer to any such question relating to the business being dealt with at the Ordinary Share General Meeting but no such answer need be given if:

i. to do so would interfere unduly with the preparation for the Ordinary Share General Meeting or involve the disclosure of confidential information;

ii. the answer has already been given on a website in the form of an answer to a question; or

iii. it is undesirable in the interests of Rotork or the good order of the Ordinary Share General Meeting that the question be answered.

***Processing of personal data***

Personal data provided by Rotork Ordinary Shareholders at or in relation to the Ordinary Share General Meeting (including names, contact details, votes and shareholder reference numbers) will be processed in line with Rotork's privacy policy which is available at www.rotork.com/investors.

***Proxies***

Rotork Ordinary Shareholders are entitled to appoint one or more proxies to exercise all or any of their rights to attend and to speak and vote on their behalf at the Ordinary Share General Meeting. A proxy need not be a Rotork Ordinary Shareholder and you are strongly encouraged to appoint the Chair of the Ordinary Share General Meeting as your proxy.

Where the Chair of the Ordinary Share General Meeting is appointed as your proxy, the Chair of the Ordinary Share General Meeting may (in their absolute discretion) appoint any other person as they see fit as your proxy in respect of some or all of your Rotork Ordinary Shares.

A Rotork Ordinary Shareholder may appoint more than one proxy in relation to the Ordinary Share General Meeting provided that each proxy is appointed to exercise the rights attached to a different Rotork Ordinary Share or Rotork Ordinary Shares held by that Rotork Ordinary Shareholder. A Rotork Ordinary Shareholder appointing more than one proxy should indicate the number of Rotork Ordinary Shares for which each proxy is authorised to act on their behalf.

A YELLOW Form of Proxy which may be used to make such appointment and give proxy instructions accompanies this notice. You can only appoint a proxy using the procedures set out in these notes and the notes to the YELLOW Form of Proxy. To be valid, any YELLOW Form of Proxy, and the original (or a certified true copy) of any power of attorney or other authority under which the YELLOW Form of Proxy is signed must be deposited at the offices of Equiniti, whose address is shown on the enclosed reply-paid envelope, no later than 10.30 a.m. on 1 September 2026 or, if the Ordinary Share General Meeting is adjourned or postponed, not less than 48 hours before the time of such adjourned or postponed meeting (excluding any part of such 48 hour period falling on a non-Business Day).

In the case of joint holders, any one of the holders may sign the YELLOW Form of Proxy. Where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Register in respect of the joint holding (the first named being the most senior) save that, to the extent that two joint holders seek to vote in a different manner, the Chair shall report the same to the Court.

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by going to Equiniti's Shareview website, www.shareview.co.uk, and logging into your Shareview Portfolio. If you have not yet registered for a Shareview Portfolio, you may do so by going to www.shareview.co.uk and entering the requested information. It is important that you register for a Shareview Portfolio in sufficient time to complete the registration and authentication process. Once you have logged into your Shareview Portfolio, click "View" on the "My Investments" page and then follow the link to vote and the on-screen instructions.

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Rotork and approved by Rotork's Registrar, Equiniti. For further information regarding Proxymity, please visit: www.proxymity.io. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy.

Your electronic proxy must be lodged by 10.30 a.m. on 1 September 2026 in order to be considered valid or, if the Ordinary Share General Meeting is adjourned or postponed, not less than 48 hours before the time of such adjourned or postponed meeting (excluding any part of such 48 hour period falling on a non-Business Day).

The completion and return of the YELLOW Form of Proxy (or transmission of a proxy appointment electronically through Shareview or (in the case of institutional investors) Proxymity, or electronically through CREST) will not prevent you from attending, speaking and voting in person at the Ordinary Share General Meeting if you are entitled to and wish to do so

***Corporate representatives***

Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided that they do not do so in relation to the same shares.

***CREST***

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the Ordinary Share General Meeting to be held on 3 September 2026 and any adjournment or postponement thereof by using the procedures described in the CREST Manual which can be viewed at www.euroclear.com.

In order for a proxy appointment made by means of CREST to be valid, the CREST Proxy Instruction must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual (available via www.euroclear.com). The message, regardless of whether it constitutes the appointment of proxy or an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent (CREST Participant ID RA19) by the latest time for receipt of proxy appointments specified in this notice. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Application Host) from which Rotork's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee by other means. Rotork may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or CREST sponsored member or has appointed a voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In connection with this, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

***Nominated Persons***

Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "**Nominated Person**") may, under an agreement between them and the Rotork Ordinary Shareholder by whom they were nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the Ordinary Share General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the Rotork Ordinary Shareholder as to the exercise of voting rights.

The statement of the rights of Rotork Ordinary Shareholders in relation to the appointment of proxies in the section titled 'Proxies' above does not apply to Nominated Persons. The rights described in this section can only be exercised by Rotork Ordinary Shareholders.

Nominated Persons are reminded that they should contact the registered holder of their Rotork Ordinary Shares (and not Rotork) on matters related to their investments in Rotork.

***Total voting rights***

As at the Latest Practicable Date, Rotork's issued ordinary share capital consisted of 817,126,239 Rotork Ordinary Shares. Each Rotork Ordinary Share carries one vote. Therefore, the total voting rights in Rotork as at the Latest Practicable Date are 817,126,239. At the date of this notice, no Rotork Ordinary Shares are held by Rotork as treasury shares within the meaning of section 724 of the Companies Act 2006.

***Information about the Ordinary Share General Meeting***

| | |
|---|---|
| Date | 3 September 2026 |
| Time | 10.30 a.m. |
| At | New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom |

# Part XII

## NOTICE OF PREFERENCE SHARE COURT MEETING

**IN THE HIGH COURT OF JUSTICE**
**BUSINESS AND PROPERTY COURTS**
**OF ENGLAND AND WALES**
**COMPANIES COURT (ChD)**

**CR-2026-005429**

**IN THE MATTER OF ROTORK PLC**

**and**

**IN THE MATTER OF THE COMPANIES ACT 2006**

**NOTICE IS HEREBY GIVEN** that, by an order dated 4 August 2026 made in the above matters, the Court has given permission for a meeting (the "**Preference Share Court Meeting**") to be convened of the holders of Preference Scheme Shares as at the Preference Share Voting Record Time (each as defined in the Preference Share Scheme (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the "**Companies Act**") between Rotork plc ("**Rotork**" or the "**Company**") and the holders of Preference Scheme Shares (the "**Preference Share Scheme**") and that such meeting will be held at the offices of Rothschild & Co at New Court, St Swithin's Lane, London EC4N 8AL, United Kingdom on 3 September 2026 at 10.45 a.m. (or as soon thereafter as the Ordinary Share General Meeting concludes or is adjourned), at which place and time all holders of Preference Scheme Shares are requested to attend.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this notice forms part.

A copy of the Preference Share Scheme of Arrangement and a copy of the explanatory statement required to be published pursuant to section 897 of the Companies Act are incorporated in the document of which this notice forms part.

Voting on the resolution to approve the Preference Share Scheme of Arrangement will be by poll, which shall be conducted as the Chair of the Preference Share Court Meeting may determine.

**Holders of Preference Scheme Shares may vote in person at the Preference Share Court Meeting or they may appoint another person as their proxy to attend, speak and vote on their behalf. A proxy need not be a member of the Company but must attend the Preference Share Court Meeting and you are strongly encouraged to appoint the Chair of the Preference Share Court Meeting as your proxy (who may appoint an alternative proxy in respect of your Preference Scheme Shares in their absolute discretion). A holder of Preference Scheme Shares may appoint more than one proxy in relation to the Preference Share Court Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that holder.**

**It is important that, for the Preference Share Court Meeting, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of the opinion of the holders of Preference Scheme Shares. The holders of Preference Scheme Shares are strongly encouraged to submit proxy appointments and instructions for the Preference Share Court Meeting as soon as possible, using any of the methods set out below, to ensure your vote is recorded. Doing so will not prevent you from attending, speaking and voting in person at the Preference Share Court Meeting if you wish and are entitled to do so. In the event of a poll on which you vote in person, your proxy vote will be excluded.**

**For the avoidance of doubt, and notwithstanding any other provision contained in this Notice of Preference Share Court Meeting, no Preference Sanctioned Shareholder will be entitled to vote**

**at the Preference Share Court Meeting or appoint a proxy to exercise all or any of such Preference Sanctioned Shareholder's right to vote on their behalf at the Preference Share Court Meeting.**

**A GREEN Form of Proxy for use at the Preference Share Court Meeting is enclosed with this notice. Holders of Preference Scheme Shares held through CREST may also appoint a proxy or proxies using CREST by following the instructions set out on pages 11 to 15 of the document of which this notice forms part. Completion and return of a GREEN Form of Proxy, or appointment of proxies through CREST or electronically via Equiniti's Shareview website or the Proxymity platform (for institutional investors only), will not preclude a holder of Preference Scheme Shares from attending, speaking and voting in person at the Preference Share Court Meeting, or any adjournment or postponement thereof.**

It is requested that the GREEN Form of Proxy (together with any power of attorney or other authority under which it is signed, or a duly certified copy thereof) be returned to Equiniti Limited, at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, by post, so as to be received no later than 10.45 a.m. on 1 September 2026 or, in the case of an adjournment or postponement of the Preference Share Court Meeting, no later than 48 hours before the time appointed for the adjourned or postponed meeting (excluding any such 48 hour period falling on a non-Business Day). If the GREEN Form of Proxy is not so returned, it (together with any such authority, if applicable) may be: (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

Where the Chair of the Preference Share Court Meeting is appointed as your proxy, the Chair of the Preference Share Court Meeting may (in their absolute discretion) appoint any other person as they see fit as your proxy in respect of some or all of your Preference Scheme Shares.

As an alternative to appointing a proxy, any Preference Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a member, provided that no more than one corporate representative exercises power over the same share. Only one corporate representative is to be counted in determining whether under section 899(1) of the Companies Act a majority in number of the Preference Scheme Shareholders approved the Preference Share Scheme. The Chair of the Preference Share Court Meeting may require a corporate representative to produce to Equiniti his/her written authority to attend and vote at the Preference Share Court Meeting at any time before the start of the Preference Share Court Meeting. The representative shall not be entitled to exercise the powers conferred on them by the Preference Scheme Shareholder until any such demand has been satisfied.

In the case of joint holders of Preference Scheme Shares, the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s). For this purpose, seniority will be determined by the order in which the names stand in the Register in respect of the relevant joint holding (the first being the most senior), save that, to the extent that two joint holders seek to vote in a different manner, the Chair shall report the same to the Court.

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by going to Equiniti's Shareview website, www.shareview.co.uk, and logging into your Shareview Portfolio. If you have not yet registered for a Shareview Portfolio, you may do so by going to www.shareview.co.uk and entering the requested information. It is important that you register for a Shareview Portfolio in sufficient time to complete the registration and authentication process. Once you have logged into your Shareview Portfolio, click "View" on the "My Investments" page and then follow the link to vote and the on-screen instructions.

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Rotork and approved by Rotork's Registrar, Equiniti. For further information regarding Proxymity, please visit: www.proxymity.io. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy.

For an electronic proxy appointment (via Shareview or Proxymity) to be valid, the appointment must be received no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the Preference Share Court Meeting (or in the case of any adjournment or postponement, no later than 48 hours (excluding any such 48 hour period falling on a non-Business Day) before the time and date set for the adjourned or postponed Preference Share Court Meeting). If you have not appointed a proxy electronically by this time, the GREEN Form of Proxy may be (i) scanned and emailed to Equiniti at the following email address: proxyvotes@equiniti.com; or (ii) presented in person to the Chair of the Preference Share Court Meeting or to the Equiniti representative who will be present at the Preference Share Court Meeting, any time prior to the commencement of the Preference Share Court Meeting (or any adjournment or postponement thereof).

Entitlement to attend, speak and vote at the Preference Share Court Meeting or any adjournment or postponement thereof and the number of votes which may be cast at the Preference Share Court Meeting will be determined by reference to the Register at 6.30 p.m. on 1 September 2026 or, if the Preference Share Court Meeting is adjourned or postponed, 6.30 p.m. on the date which is two days before the date fixed for the adjourned or postponed meeting (excluding non-Business Days). In each case, changes to the Register after the relevant time shall be disregarded in determining the rights of any person to attend, speak and vote at the Preference Share Court Meeting.

By the said order, the Court has appointed Dorothy Thompson, CBE or, failing her, any other director of the Company to act as Chair of the Preference Share Court Meeting and has directed the Chair to report the result of the Preference Share Court Meeting to the Court.

The Preference Share Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 6 August 2026

**Slaughter and May**
One Bunhill Row
London EC1Y 8YY
Solicitors for the Company

**Notes**

1. Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act to enjoy information rights (a "**Nominated Person**") may, under an agreement between him/her and the member by whom he/she was nominated have a right to be appointed (or to have someone else appointed) as a proxy for the Preference Share Court Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.
2. The statement of rights of Preference Scheme Shareholders in relation to the appointment of proxies described in this notice does not apply to Nominated Persons. Such rights can only be exercised by Preference Scheme Shareholders.

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**Sterling Financial Print**
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