
CLEAN TEAM AGREEMENT

PROJECT HOPFIELD

This Clean Team Agreement (the “**Agreement**”) is entered into on 4 July 2026.

BETWEEN

1. ABB Asea Brown Boveri Ltd, a company incorporated in Switzerland whose registered office is at Affolternstrasse 44, 8050 Zurich, Switzerland, and company number is CHE-106.239.600 (together with its subsidiaries, “**Arcadia**”); and
2. Rotork plc, a company incorporated in the United Kingdom whose registered office is at Rotork House, Brassmill Lane, Bath, BA1 3JQ and company number is 00578327 (together with its subsidiaries, “**Hopfield**”),

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

WHEREAS:

- (A) This Agreement is entered into in connection with a proposed offer by Arcadia for Hopfield (the “**Proposed Transaction**”). In this context, Arcadia needs access to certain commercially and/or competitively sensitive information of Hopfield in order to:
 - (i) facilitate due diligence and evaluation of the Proposed Transaction;
 - (ii) negotiate the Proposed Transaction;
 - (iii) undertake the antitrust and/or regulatory analysis, including the preparation of any relevant filings, submissions or subsequent communication with any relevant antitrust and/or regulatory authority, as required; and/or
 - (iv) implement (and plan for) the Proposed Transaction,(the “**Clean Team Purposes**”).
- (B) Access to Clean Team Information will be limited to certain identified employees, directors or officers of Arcadia, as well as certain external professional advisers of Arcadia in connection with the Proposed Transaction (together the “**Clean Team**”) and will not be accessible to other employees, directors or officers of Arcadia or any other persons.

- (C) The purpose of the Clean Team is to collect and analyse Clean Team Information solely in connection with the Clean Team Purposes in a manner that is fully consistent and in compliance with all relevant competition laws and regulations. Arcadia will not use any Clean Team Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than for the Clean Team Purposes.
- (D) Reference is also made to the confidentiality agreement entered into by the Parties [on or around the date of this Agreement] (the “**NDA**”) and the joint defence agreement relating to disclosure of information under Rule 21 of the UK City Code on Takeovers and Mergers entered into by the Parties and their respective outside counsel [on or around the date of this Agreement] (the “**JDA**”). This Agreement shall be read in addition to and interpreted in conjunction with the NDA and JDA. For the avoidance of doubt, the provisions of this Agreement are subject always and without prejudice to the provisions of the NDA and the JDA (including, without limitation, the consent and notification requirements contained therein), and the Clean Team Information shall constitute “Confidential Information” for the purposes of the NDA.

IT IS AGREED as follows:

1. INTERPRETATION

In this Agreement:

- (A) “**Clean Team**” has the meaning given to it in Recital (B);
- (B) “**Clean Team Information**” has the meaning given to it in clause 4.1;
- (C) “**Clean Team Members**” has the meaning given to it in clause 3.1(A);
- (D) “**Clean Team Purposes**” has the meaning given to it in Recital (A);
- (E) “**Cool-Off Period**” has the meaning given to it in clause 3.5;
- (F) “**Legal Contacts**” has the meaning given to it in clause 6.1;
- (G) “**control**” (together with its correlative meanings “**controlled by**” and “**under common control with**”) means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise);
- (H) “**JDA**” has the meaning given to it in Recital (D);
- (I) “**NDA**” has the meaning given to it in Recital (D);
- (J) “**Operational Responsibilities**” has the meaning given to it in clause 3.2; and
- (K) “**Proposed Transaction**” has the meaning given to it in Recital (A).

2. GENERAL INFORMATION SHARING RULES

- 2.1 Where documents are shared with Arcadia, Hopfield shall indicate whether it considers that the document or documents contain(s) Clean Team Information.
- 2.2 Clean Team Information may only be accessed by Clean Team Members in the relevant Clean Team and once the processes described in clause 4 below have been complied with.

3. CLEAN TEAM MEMBERS

- 3.1 The Clean Team shall be made up of:
- (A) the employees or external advisers of Arcadia listed in Schedule 1, as may be amended from time to time by Arcadia in accordance with this clause 3 (the "**Clean Team Members**"). Arcadia shall notify Hopfield in writing of any employees and any external advisers it proposes to add to the Clean Team from time to time. Such notice shall specify the name and job title of the relevant person and that such person satisfies the criteria for being a Clean Team Member as set out in clause 3.2; and
 - (B) representatives of Arcadia's outside counsel.
- 3.2 Arcadia agrees that, except in the circumstances described in this clause, it shall select Clean Team Members who require access to the Clean Team Information for the Clean Team Purposes, and who have no direct or indirect influence on, input into, oversight of, or participation in commercial, operational or strategic decision making relating to the areas of Arcadia's business where the Parties compete with each other (the "**Operational Responsibilities**").
- 3.3 Each Clean Team Member who is an employee, director or officer of Arcadia shall individually give the confirmations contained in Schedule 2 (which may be amended from time to time by the Parties by mutual written agreement). Clean Team Members who are external professional advisers of Arcadia must give the confirmations required in Schedule 2 internally by email. Arcadia and/or its external legal counsel shall maintain appropriate records of such confirmations and produce them at Hopfield's request. Arcadia shall procure that each of the Clean Team Members is aware of the terms of this Agreement and complies with the terms applicable to them as if these terms were enforceable against the Clean Team Members, and Arcadia shall be responsible for any deemed breach of the terms of this Agreement by its Clean Team Members as if Arcadia were the person that breached them.
- 3.4 Arcadia hereby confirms that, as at the date of this Agreement, each of the Clean Team Members listed in Schedule 1 satisfies the criteria for being a Clean Team Member as set out above.
- 3.5 In the event that the Proposed Transaction does not proceed to completion for any reason, Arcadia agrees not to involve any Clean Team Member in, or return such Clean Team Member to, Operational Responsibilities for nine months from the later of, as applicable: (i) termination of the Proposed Transaction; (ii) termination of discussions or negotiations with respect to the Proposed Transaction; or (iii) the date on which the relevant Clean Team Member last had access to Clean Team Information (the "**Cool-Off Period**").

- 3.6 It may be necessary to establish more than one Clean Team with differing Clean Team Members depending on the nature of the competitively sensitive information to be disclosed. Clean Team Members shall comply with any additional Clean Team procedures or guidance that may be agreed between the Parties from time to time.

4. CLEAN TEAM INFORMATION

- 4.1 Information shall be designated "**Clean Team Information**" by Hopfield if, in its reasonable opinion, it: (i) is not publicly available; and (ii) is commercially and/or competitively sensitive.

- 4.2 The following (non-exhaustive) list of information would generally be presumed to be Clean Team Information for so long as it is current and it relates to the products on which the Parties are or may now in the future be competing:

- (A) granular, disaggregated pricing information, including current or future margins, detailed pricing models, proposed changes to prices, or individual customer-level prices;
- (B) non-public or confidential current and future plans relating to business or operational strategies, including relevant forward-looking R&D, marketing and expansion plans;
- (C) specific information about present or potential customers or ongoing projects, including pricing, specific marketing plans, key commercial contractual terms, project/product/service development plans, or other specific customer or project information;
- (D) status of negotiations with present or potential customers;
- (E) non-public pipeline services or projects;
- (F) key commercial terms of supply contracts or other major agreements with third parties, e.g., pricing and payment terms, volume and exclusivity commitments, duration and renewal terms, termination and exit rights;
- (G) detailed current or future market share information;
- (H) employee specific salary and bonus data.

- 4.3 Clean Team Information shall not include information which:

- (A) is lawfully in Arcadia's possession prior to the disclosure;
- (B) becomes part of the public domain otherwise than as a result of a breach of this Agreement or the NDA; or
- (C) is independently developed by an employee or other agent of Arcadia as evidenced (e.g. by Arcadia's contemporaneous written records).

- 4.4 Clean Team Information shall only be disclosed: (i) within the virtual data room used for due diligence in relation to the Proposed Transaction and which is accessible only by the relevant Clean Team Members; and/or (ii) by written communications clearly marked with "Clean Team Only" or "Clean Team Information". For the avoidance of doubt, where appropriate, Clean Team Information may be requested and exchanged in meetings and/or telephone calls between the outside and in-house antitrust counsel (all of whom should be Clean Team Members).
- 4.5 Hopfield shall only disclose Clean Team Information to the extent reasonably necessary for the Clean Team Purposes.
- 4.6 Arcadia shall limit access to Clean Team Information received from or on behalf of Hopfield to its Clean Team Members only.
- 4.7 No Clean Team Member will disclose any Clean Team Information to anyone other than a relevant Clean Team Member or use any Clean Team Information for any purpose other than for the Clean Team Purposes.
- 4.8 The Clean Team may report to management any conclusions or findings from the Clean Team Information for the Clean Team Purposes. Any such reports should be on a strictly need-to-know basis and must be presented in a general or aggregated format, and/or redacted, such that it is no longer competitively sensitive information. The Clean Team may obtain input from management and business representatives as needed for the Clean Team Purposes, provided that no Clean Team Member shall disclose to any non-Clean Team personnel any Clean Team Information.
- 4.9 Arcadia shall promptly notify Hopfield if it discloses or receives commercially and/or competitively sensitive information in connection with the Proposed Transaction other than as set out above and shall co-operate with Hopfield in halting the use, and securing the recovery, of such information.

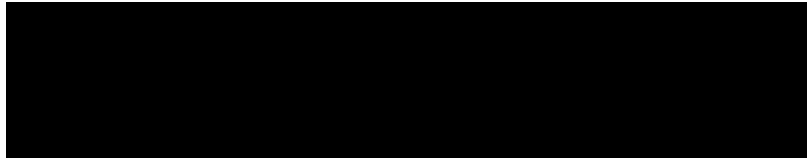
5. RECORDS

- 5.1 All Clean Team Information shall be kept secure and separate from other records, documents or information. Arcadia shall take reasonable steps to store Clean Team Information in such a way as to ensure that non-Clean Team Members cannot access any materials containing Clean Team Information.
- 5.2 Without prejudice to any separate requirement under the NDA and/or JDA and except to the extent that Clean Team Information is required to be retained by any law or regulation, or any computer records or files which contain such Clean Team Information that has been created pursuant to automatic archiving, retention and back-up procedures such that the removal or the rendering inaccessible of the information is neither proportionate nor reasonable, Arcadia shall procure that all Clean Team Members promptly destroy, render inaccessible or return to Hopfield any Clean Team Information they possess in the event that: (i) the Proposed Transaction does not proceed; or (ii) they cease to be a Clean Team Member.

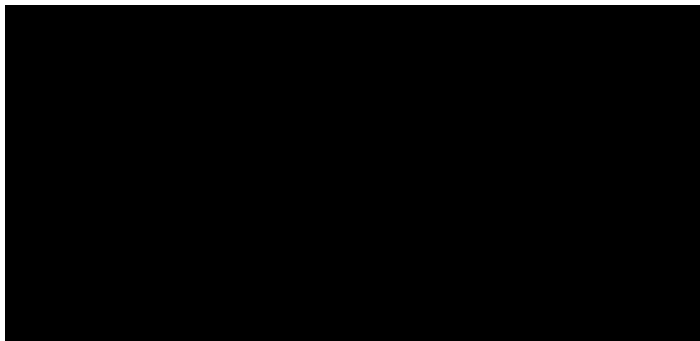
6. LEGAL CONTACTS

- 6.1 Each Party will designate legal contacts for administration of the Clean Team (the “**Legal Contacts**”). All requests for information, clarification or advice to or from the Clean Team, and notices for addition of new Clean Team Members, will be managed by the Parties' respective Legal Contacts.

(A) The Legal Contacts for Hopfield are:



(B) The Legal Contacts for Arcadia are:



- 6.2 The Parties may replace and/or specify additional Legal Contacts from time to time by notifying in writing the Legal Contacts of the other Party.

7. COUNTERPARTS

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

8. MISCELLANEOUS

- 8.1 Nothing in this Agreement shall be deemed to: (i) prevent either Party from discontinuing or terminating any discussions relating to the Proposed Transaction at any time; or (ii) prevent either Party from withholding any information for whatever reason at whatever time.
- 8.2 Each Party shall bear all its own costs and expenses in connection with this Agreement and any access to any information.
- 8.3 This Agreement, the NDA and the JDA constitute the entire agreement between the Parties relating to the subject matter hereof and may not be amended except in writing and duly executed by both Parties.

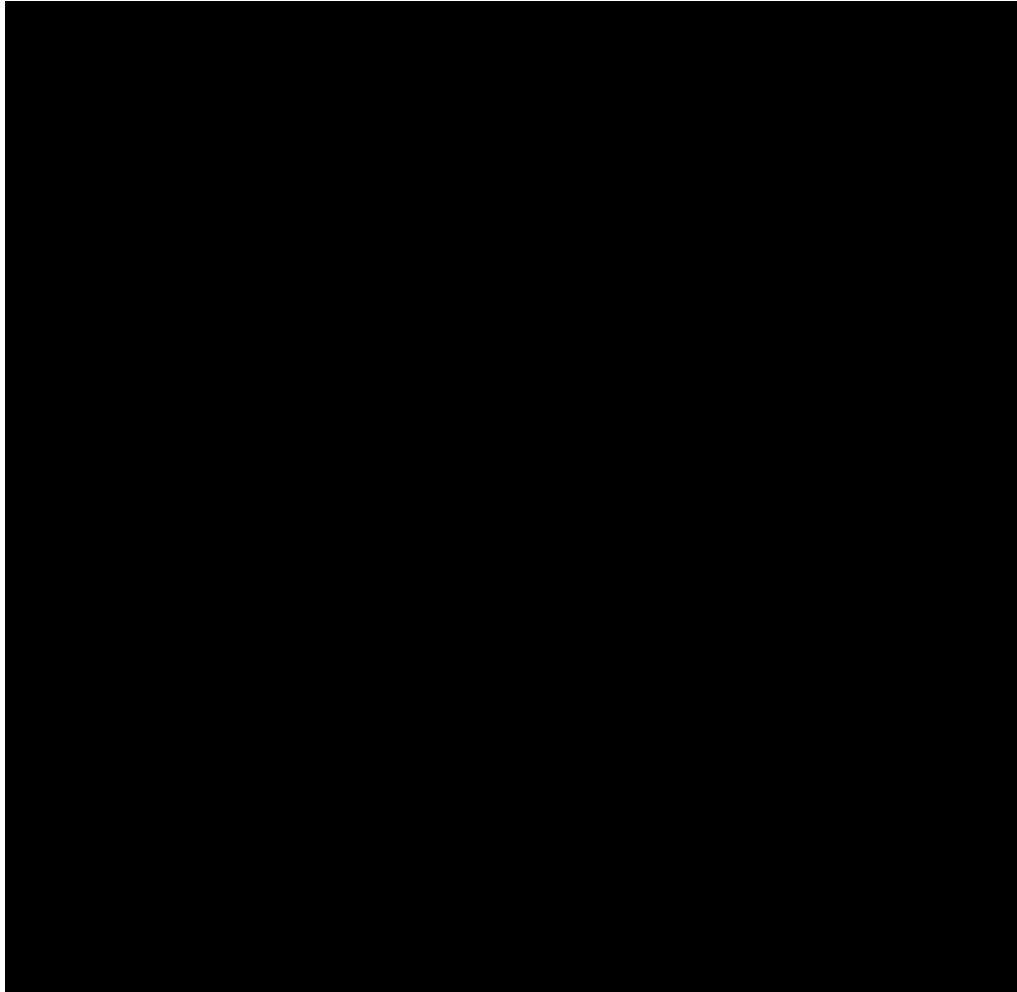
- 8.4 If any provision of this Agreement is declared to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect and be binding upon the Parties. Without prejudice to the aforesaid, the Parties shall attempt through negotiations in good faith to replace the invalid or unenforceable provision with a provision closest to the mutually intended meaning of such provision and the spirit of this Agreement.
- 8.5 Without affecting any other rights or remedies that either of the Parties may have, each of the Parties acknowledges that a person with rights under this Agreement may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, a person bringing a claim under this Agreement will be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any potential or actual breach of its terms.
- 8.6 No failure or delay by the Parties in exercising any right under this Agreement shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or as provided by law shall not preclude any further exercise of it. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 8.7 This Agreement shall be effective as of the date hereof. The obligations under this Agreement will expire two years from the date of this Agreement except where expressly provided otherwise in the terms of this Agreement.

9. GOVERNING LAW

This Agreement is to be governed by, and construed in accordance with, English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, and the relationship between the Parties and the conduct of any negotiations in relation to the Proposed Transaction are to be governed by and determined in accordance with English law. Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement or the relationship between the Parties or the conduct of any negotiations in relation to the Proposed Transaction.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first set out above.

EXECUTED BY



SCHEDULE 1
List of Arcadia Employee Clean Team Members

Name	Job Title	Organisation

List of Arcadia External Advisers

Entity	Role
Freshfields	Outside counsel
McKinsey & Company	Consulting firm
Barclays	Investment bank
Ernst & Young	Transaction adviser

SCHEDULE 2
Compliance Confirmation Statement

- I, [REDACTED], have read the foregoing Clean Team Agreement (the “**Agreement**”) and agree to be bound by its terms with respect to any Clean Team Information that is furnished to me as set forth in the Agreement.

2. I have read the NDA and agree to be bound by its terms with respect to any Clean Team Information (as defined in clause 4 of this Agreement) and insofar as the terms of the NDA are applicable to me.
3. I further agree: (i) not to disclose to anyone any Clean Team Information other than as set forth in the Agreement; and (ii) not to make any copies of any Clean Team Information furnished to me except in accordance with the Agreement.
4. I confirm that I am not involved in day-to-day commercial, operational or strategic operations and decisions (including making decisions on pricing activities, sales, marketing, research and development) with respect to any business owned, controlled or conducted by Arcadia which competes with Hopfield.
5. I further agree that any Clean Team Information furnished to me will be used by me only to the extent reasonably necessary to undertake the Clean Team Purposes and for no other purpose.

Agreed to and Accepted on _____ (date)

Signature: _____

Title: _____