SYNDICATION AND FLEX LETTER

To: ABB Ltd (the "**Company**")
Affolternstrasse 44
8050 Zurich Switzerland

Attention: [redacted]

16 July 2026

GBP 4,200,000,000 bridge facility for ABB Ltd (the "Facility")

We, Barclays Bank PLC (the "**Mandated Lead Arranger**" and the "**Bookrunner**"), are pleased to set out in this letter the terms and conditions on which we are willing to arrange and manage the primary syndication of the Facility in conjunction with our role as underwriter of the Facility (the "**Underwriter**").

In this letter:

"**Affiliate**" means in relation to a person, a subsidiary or holding company of that person and a subsidiary of any such holding company.

"**Approved Lender**" means any of the lenders set out in the Appendix to this letter.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**close of Syndication**" means the time the Bookrunner closes Syndication under paragraphs 3.2 or 3.3.

"**Facility Agreement**" means the facility agreement to be entered into in relation to the Facility, in the form appended to the commitment letter dated on or about the date of this letter setting out the terms and conditions on which we are willing to underwrite the Facility.

"**Facility Documents**" means the Facility Agreement and any related fee letters.

"**Group**" means the Company and its Subsidiaries.

"**Subsidiary**" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"**Successful Syndication**" means the Underwriter reducing its participation in the Facility to a final hold of not more than 15 per cent. of the amount of the Facility.

"**Syndication"** means the primary syndication of the Facility.

"**Syndication Lenders**" means the parties participating as Lenders in Syndication.

"**Syndication Period**" means the period from launch of Syndication to the earlier of (i) the date falling three months after the launch of Syndication and (ii) the date on which the Mandated Lead Arranger has confirmed to the Company that there has been a Successful

Syndication and all the Lenders subject to such syndication become party to the Facility Agreement.

1. **CLEAR MARKET**

1.1 During the period from the Acquisition Closing Date (as such term is defined in the Facility Agreement) to the end of the Syndication Period, the Company shall not and shall ensure that no other member of the Group shall announce, enter into discussions to raise, raise or attempt to raise any other loan finance in the international or any relevant domestic loan market(s) (including, but not limited to, any bilateral or syndicated facility) without the prior written consent of the Mandated Lead Arranger, the Bookrunner and the Underwriter.

1.2 Paragraph 1.1 does not apply to:

(a) the Facility;

(b) any loan facility entered into by a member of the Group in the People's Republic of China, the Republic of India or the Federal Republic of Brazil;

(c) any loan facility where the borrower does not have access to the central treasury of the Group;

(d) the renewal of any existing bilateral facility with the same lender, on substantially the same terms and for the same or a smaller amount;

(e) any new bilateral facility for working capital purposes or for the purpose of backing up any commercial paper programme of the Group; or

(f) any international or relevant domestic syndicated loan facility for the purpose of refinancing any existing financial indebtedness of the Group, including for the purpose of refinancing the Facility prior to 16 March 2027 or for capital expenditure of the Group.

2. **MARKET FLEX**

2.1 During the Syndication Period, the Bookrunner shall be entitled, after consultation with the Company for a maximum period of five Business Days, based on feedback from prospective Syndication Lenders and having offered to pay away the percentage signing fee payable pursuant to clause 11.3 (*Signing fee*) of the Facility Agreement and the percentage funding fee payable pursuant to clause 11.4 (*Funding fee*) of the Facility Agreement in respect of any participation allocated to such prospective Syndication Lender in Syndication, to increase the signing fee payable pursuant to clause 11.3 (*Signing Fee*) of the Facility Agreement by [redacted] per cent. and/or to increase the funding fee payable pursuant to clause 11.4 (*Funding Fee*) of the Facility Agreement by [redacted] per cent. if the Bookrunner determines (acting reasonably) that such changes are advisable in order to enhance the prospects of a Successful Syndication.

2.2 The Company agrees to act promptly to amend the Facility Documents to reflect any changes made under paragraph 2.1.

3. **SYNDICATION**

3.1 The Bookrunner shall, in agreement with the Company and the Underwriter, decide on the strategy to be adopted for Syndication (including timing (with it being agreed that Syndication is launched not earlier than the date of the Facility Agreement) and the selection of potential Lenders (being (i) Approved Lenders, (ii) Affiliates of Approved Lenders (provided that such Affiliate (X) is a Qualifying Bank (as defined in the Facility Agreement) and (Y) holds a rating for its long-term unsecured and non credit-enhanced debt obligations from Standard & Poor's Rating Services, Fitch Ratings Ltd or Moody's Investors Service Limited that is no lower than that of the Approved Lender) or (iii) any other bank or financial institution agreed by the Company) and the Bookrunner shall, unless otherwise stated in this letter, in consultation with the Company, manage all other aspects of the Syndication. Subject to any applicable confidentiality agreement between the Company and the Bookrunner, the Company authorises the Bookrunner to discuss the terms of the Facility with, and to disclose those terms to, potential Lenders to facilitate the Syndication.

3.2 At any time after the Bookrunner has received sufficient commitments that (when reflected as participations in the Facility) would result in a Successful Syndication, the Bookrunner may (after consulting with the Underwriter and the Company):

(a) close Syndication; and

(b) accept the commitments received and allocate resulting participations in the Facility (in a way that will result in a Successful Syndication).

3.3 If by the date falling 150 days after the date of the Facility Agreement the Bookrunner has not received sufficient commitments that (when reflected as participations in the Facility) would result in a Successful Syndication, the Bookrunner may propose to the Underwriter that the Bookrunner close Syndication, accept the commitments received and allocate resulting participations in the Facility.

Following that proposal, the Underwriter may either:

(a) instruct the Bookrunner:

(i) to close Syndication; and

(ii) to accept any commitments received and to allocate resulting participations in the Facility as directed, in each case, by the Underwriter; or

(b) instruct the Bookrunner to continue the Syndication,

and, in each case, the Bookrunner shall comply with those instructions.

3.4 The Bookrunner may not close Syndication, accept commitments received or allocate participations in the Facility other than in accordance with either of paragraphs 3.2 or 3.3.

3.5 The Company shall, and shall ensure that the other members of the Group will, give any assistance which the Bookrunner reasonably requires in relation to Syndication during the period from launch of Syndication until the earlier of (i) close of Syndication and (ii) the date falling 150 days after the date of the Facility Agreement including, but not limited to:

(a) providing any information reasonably requested by the Bookrunner or potential Lenders in connection with Syndication;

(b) making available the senior management and representatives of the Company and other members of the Group for the purposes of giving presentations to, and participating in meetings with, potential Lenders at such times and places as the Bookrunner may reasonably request;

(c) using reasonable efforts to ensure that Syndication benefits from the Group's existing lending relationships and the Bookrunner shall invite such existing lenders to make commitments available as part of Syndication;

(d) agreeing to such shorter Interest Periods (as such term is defined in the Facility Agreement) during the Syndication process as are necessary for the purposes of Syndication; and

(e) entering into a syndication agreement in a form to be agreed between the Bookrunner, the relevant Syndication Lenders (if any) and the Company,

provided that all such assistance will be sought so as to ensure minimum disruption to the business of the Group.

4. **THIRD PARTY RIGHTS**

4.1 Unless expressly provided to the contrary in this letter, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.

4.2 Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

5. **COUNTERPARTS**

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

6. **GOVERNING LAW AND JURISDICTION**

6.1 This letter (including the agreement constituted by your acknowledgement of its terms) (the "**Letter**") and any non-contractual obligations arising out of or in connection with it (including any non-contractual obligations arising out of the negotiation of the transaction contemplated by this Letter) are governed by English law.

6.2 The courts of England sitting in London have exclusive jurisdiction to decide any dispute arising out of or in connection with this Letter (including a dispute relating to the existence, validity or termination of this letter or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Letter).

If you agree to the above, please acknowledge your agreement and acceptance of the offer by signing and returning the enclosed copy of this letter countersigned by you to [redacted] at [redacted].

[redacted]

For and on behalf of
BARCLAYS BANK PLC as Mandated Lead Arranger

[redacted]

For and on behalf of
BARCLAYS BANK PLC as Bookrunner

[redacted]

For and on behalf of
BARCLAYS BANK PLC as Underwriter

[redacted]

We acknowledge and agree to the above.

[redacted] [redacted]

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For and on behalf of
ABB Ltd

Date: 16 July 2026

[redacted] [redacted]

For and on behalf of
ABB Ltd

Date: 16 July 2026

[redacted]

Appendix

Approved Lenders

Citibank, N.A.
Banco Santander, S.A.
Bank of America Europe Designated Activity Company
Bank of China Limited, Luxembourg Branch
BNP PARIBAS, Paris, succursale de Lancy/Genève
Deutsche Bank Luxembourg S.A.
Goldman Sachs Bank Europe SE
HSBC Bank plc
ING Bank N.V., Amsterdam, Lancy/Geneva Branch
JPMorgan Chase Bank, N.A., London Branch
Nordea Bank Abp, filial i Sverige
Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch
Standard Chartered Bank
UBS Switzerland AG