
CONFIDENTIALITY AND JOINT DEFENCE AGREEMENT

This Confidentiality and Joint Defence Agreement (the “**Agreement**”) is entered into by and among the undersigned as of 4 July 2026:

WHEREAS, ABB Asea Brown Boveri Ltd, a corporation whose registered office is at Affolternstrasse 44, 8050 Zurich, Switzerland and whose company number is CHE-106.239.600 (together with its subsidiaries and affiliates, the “**Bidder**”) and Rotork plc, a public limited company whose registered office is at Rotork House, Brassmill Lane, Bath, BA1 3JQ and whose company number is 00578327 (together with its subsidiaries and affiliates, the “**Target**”) (collectively, the “**Clients**” and, individually, each a “**Client**”) are in preliminary discussions regarding a potential transaction involving the acquisition of the entire issued share capital of the Target by the Bidder (the “**Potential Transaction**”);

WHEREAS, the Clients and their undersigned counsel believe that the Potential Transaction will require them to consider the need for and, in relevant jurisdictions, apply for clearances or approvals to one or more antitrust and/or regulatory authorities (the “**Matter**”);

WHEREAS, the Clients and their undersigned counsel believe and anticipate, on the basis of currently available information, that the nature of the Matter and the relationship among the Clients will present various common legal and factual issues and a mutuality of interest in pursuing the Potential Transaction and any joint defence in connection with the Matter and any related litigation;

WHEREAS, the Clients wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine or any other privilege, right or immunity vis-à-vis potentially adverse parties;

WHEREAS, it is the intention and understanding of the Clients and undersigned counsel that past and future communications relating to the Matter among and between the Clients and their undersigned counsel and experts retained by one or more of the Clients or their undersigned counsel to assist with the Matter, joint interviews of prospective witnesses or any interviews obtained by undersigned counsel on behalf of a Client (in each case relating to the Matter) hereto with the knowledge and consent of the other Clients to the Agreement, are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges, rights and immunities, except as set forth herein;

WHEREAS, in order to pursue a joint defence effectively, the Clients and their undersigned counsel have also each concluded that, from time to time, their interests will be best served by sharing confidential documents, factual material, mental impressions, advice, memoranda, interview reports, litigation or regulatory strategies, regulatory filings and other information, whether proceeding from or shared by the Clients or any of their respective subsidiaries, whether in written or oral form, including the confidences of each Client for the purposes of the Potential Transaction (collectively, the “**Defence Materials**”);

WHEREAS, Defence Materials that contain commercially sensitive information relating to a Client, which that Client considers should be provided on an “Outside Counsel/Retained Experts Only” basis (“**Restricted Information**”), may be disclosed to certain external lawyers, economists or other advisers

or experts advising the other Client in order to consider the need for and, where necessary, obtain the consent of an antitrust authority or other regulatory body;

WHEREAS, as at the date of this Agreement, no Restricted Information has yet been disclosed by or on behalf of either Client to the other or to any adviser of such other Client;

WHEREAS, the Bidder and the Target have entered into a non-disclosure agreement dated 28 June 2026 (the "**NDA**") and a clean team agreement dated 4 July 2026 (the "**Clean Team Agreement**") generally governing the disclosure of confidential information between them in connection with the Potential Transaction and the terms of the NDA and the Clean Team Agreement shall apply to the Restricted Information subject to the amendments and modifications set out in this Agreement;

WHEREAS, pursuant to Rule 21.3 of the City Code on Takeovers and Mergers (the "**Code**") and Practice Statement 30 ("**PS30**") issued by the Panel on Takeovers and Mergers (the "**Takeover Panel**"), in the event of a competing offer for the Target, Restricted Information relating to the Target which has been provided on an "Outside Counsel/Retained Experts Only" basis need not be provided directly to a competing offeror, but instead will be provided on the same restricted "Outside Counsel/Retained Experts Only" basis, provided certain measures have been implemented in order to ensure that such Restricted Information will not be obtained by the Bidder or its other advisers; and

WHEREAS, it is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Defence Materials contemplated herein does not diminish in any way the confidentiality of the Defence Materials and does not constitute a waiver of any privilege, right or immunity otherwise available and further to ensure that any exchange and/or disclosure of Restricted Information relating to the Target provided on an "Outside Counsel/Retained Experts Only" basis need not be provided directly to any competing offeror, but instead will be provided on the same restricted "Outside Counsel/Retained Experts Only" basis in compliance with PS30.

IT IS THEREFORE AGREED as follows:

1. Except as expressly stated in writing to the contrary (including, in particular, the additional restrictions described below in relation to the treatment of Restricted Information), any and all Defence Materials obtained by any of the undersigned counsel from each other and/or each other's Client are being provided solely for internal use of the Clients, their undersigned counsel and other external advisers and external experts employed in relation to the Matter, and shall remain confidential and shall be protected from disclosure to any other third party by the joint-defence privilege, the Client's attorney-client and solicitor-client privilege, the attorney work product doctrine, common interest privilege, legal professional privilege, legal advice privilege, litigation privilege and any and all other applicable privileges and immunities. All Defence Materials shall be used solely in connection with the Matter and shall not be used for any other business or commercial purpose whatsoever. Failure to mark Defence Materials as confidential shall not waive the confidential status of such privileged information or work product.
2. The undersigned counsel hereby agree that, if and to the extent that Restricted Information is disclosed to them, it will be kept confidential and disclosed only to:
 - (i) antitrust or regulatory partners, associates, employees or other staff (including support staff) of the law firms of the undersigned Clients or undersigned counsel who are working

directly on the joint defence effort or any ensuing litigation, in either case with respect to the Matter (together with the undersigned counsel, "**Outside Counsel**"); and

- (ii) local antitrust or regulatory counsel, economic consultants and other external advisers and external experts (including, in each case, their support staff) working at the direction of the Outside Counsel on the Matter who shall undertake in writing to abide by this Agreement and whose employees working on the joint defence effort or any ensuing litigation shall each have been previously approved by the instructing Client ("**Retained Experts**" and, together with Outside Counsel, the "**External Antitrust/Regulatory Clean Team**"); and
- (iii) competent antitrust and/or other regulatory authorities, as required for the purposes of obtaining merger control clearances in relation to the Matter, subject to first having received the prior written consent, not to be unreasonably withheld or delayed, of the other Client or its respective undersigned counsel,

and shall not be disclosed to any other person, entity or agent, including officers or employees of the other Client (and specifically including inside counsel of the other Client and the corporate (or other) deal teams at the firm(s) of the undersigned counsel for the other Client), unless previously authorised in writing by the Client providing the Defence Materials (in which case the information ceases to be Restricted Information). Members of the External Antitrust/Regulatory Clean Team may however share conclusions, advice, opinions, reports or analysis based on the Restricted Information for the purposes of providing the Clients with advice on any antitrust/regulatory risks associated with the Potential Transaction, provided that such conclusions or advice will not disclose the Restricted Information or any other information that enables the recipient to deduce the Restricted Information.

3. All Defence Materials that a Client or undersigned counsel intends to be provided as Restricted Information shall be clearly identified, and marked to the extent reasonably practicable, as "Outside Counsel/Retained Experts Only" (or equivalent). A Client or undersigned counsel shall mark electronic documents as "Outside Counsel/Retained Experts Only" by stating in the cover email that the attached Defence Materials are being provided on an "Outside Counsel/Retained Experts Only" (or equivalent) basis or are being disclosed pursuant to the provisions of this Agreement.
4. Restricted Information shall not include information which:
 - (i) has been expressly agreed in writing (including by email) as not constituting Restricted Information by the Client that disclosed the information;
 - (ii) is in the public domain prior to the disclosure;
 - (iii) subsequently comes into the public domain, except through breach of the obligations set out in the NDA, the Clean Team Agreement or this Agreement; or
 - (iv) (a) the Bidder can reasonably demonstrate was properly and lawfully in the Bidder's or its Agents' (as defined in the NDA) possession prior to the time that it was disclosed by or acquired from the Target or its Agents, or (b) subsequently comes lawfully into the Bidder's or its Agents' possession from a source other than the Target or any of its

Agents and not as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to the NDA, the Clean Team Agreement or this Agreement, in each case provided that such Information is not known by the Bidder or its Agents to be subject to any other duty of confidentiality owed to the Target or any of its Agents.

5. Nothing contained in this Agreement shall:
 - (a) limit the right of each Client, its employee(s) or other agents, or the undersigned counsel, to disclose any of the Client's own documents or information, or any documents or information obtained or developed independently and not in breach of any obligations set out in this Agreement, the NDA or the Clean Team Agreement, to anyone they see fit;
 - (b) subject to clause 2(iii), restrict any disclosure of Restricted Information where it is disclosed by, or on behalf of, the undersigned counsel as required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation, the Code or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure.
6. For the avoidance of doubt, the Clients may, at any time, communicate in writing to each other (including by email) that certain Restricted Information need no longer be held only by the External Antitrust/Regulatory Clean Team. At this point, the relevant information is no longer Restricted Information and can be shared with individuals outside the External Antitrust/Regulatory Clean Team (including, but not limited to, members of a Client's internal legal team) on such terms as may be agreed between the Clients and provided that such individuals have been approved in advance by the Client from which the information originates and further provided that the terms of the NDA, Clean Team Agreement and any other agreement in place between the Clients regarding the disclosure of confidential information between them in connection with the Potential Transaction are observed.
7. The Clients, by each signing this Agreement, expressly consent and agree that Restricted Information of the other Client exchanged pursuant to this Agreement shall not be communicated to them, notwithstanding, among other provisions, the applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws. The Clients shall not request that Restricted Information of the other Client be communicated to them.
8. The Clients and their undersigned counsel shall, and shall procure that any other member of the External Antitrust/Regulatory Clean Team shall, take all necessary steps to protect the confidentiality and/or applicable privilege of Defence Materials received from the other Client or undersigned counsel, including, in the case of the undersigned counsel, advising all persons permitted access to the Defence Materials of the contents of this Agreement and that the Defence Materials are privileged and subject to the terms of this Agreement.
9. No Client or undersigned counsel shall assert any claim of title or ownership over any Defence Materials received from the other Client or undersigned counsel, or any portion thereof. If any Defence Materials consist of computer software disclosed in object code form, no Client or

undersigned counsel shall reverse engineer, reverse compile, or disassemble such object code, take any other steps to derive a source code equivalent thereof, or allow any other person to do so.

10. If any person or entity requests or demands, by subpoena or otherwise, any Defence Materials from any Client or undersigned counsel, that Client or undersigned counsel will immediately (unless prohibited by law) notify all counsel who are parties to this Agreement whose Client or who themselves may have rights in said materials and will take all steps necessary to permit the assertion of all applicable rights, privileges and immunities with respect to such Defence Materials, including permitting the other affected parties a reasonable opportunity to intervene and be heard, and otherwise cooperate fully with the other affected parties in any judicial proceedings relating to the disclosure of Defence Materials. However, the relevant Client will not be required to notify counsel whose Clients do not have rights in, or where they themselves do not have rights in, the Defence Materials.
11. Nothing contained herein shall be deemed to create an attorney-client relationship between any undersigned counsel and anyone other than the Client of that counsel. The fact that undersigned counsel has entered into this Agreement shall not in any way preclude that counsel from representing any interest that may be construed to be adverse to any other party to this Agreement or be used as a basis for seeking to disqualify any undersigned counsel from representing any other party in this or any other proceeding, whether under a grant of immunity or otherwise, because of such counsel's participation in this Agreement. It is herein represented that each undersigned counsel to this Agreement has specifically advised their respective Client of this clause.
12. Nothing contained in this Agreement shall limit the rights of any Client or undersigned counsel:
 - (i) to independently develop, procure, use and/or market products or services similar to any disclosed in Defence Materials; or
 - (ii) to use ideas, concepts, or techniques which were previously used, developed, or known by it, provided that such activity does not violate the express terms of this Agreement or any other legal right of the other Client or undersigned counsel.
13. Nothing in this Agreement shall oblige any Client or undersigned counsel to share or communicate any information or Defence Materials or independently obtained or created materials with any other Client or undersigned counsel hereto.
14. Except as expressly set forth herein, no other past or future action of the Clients, course of conduct of any of the Clients, or failure to act by any of the Clients, including, without limitation, the execution or acceptance of this Agreement and the delivery and acceptance by the Clients of the Defence Materials has given rise to, will give rise to, has served as a basis for, or will serve as a basis for, any obligation or liability on the part of any of the Clients.
15. Any Client or undersigned counsel disclosing Defence Materials pursuant to this Agreement represents that it has the right to make such disclosure under this Agreement, but otherwise makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of any Defence Materials disclosed hereunder, and such Client or undersigned

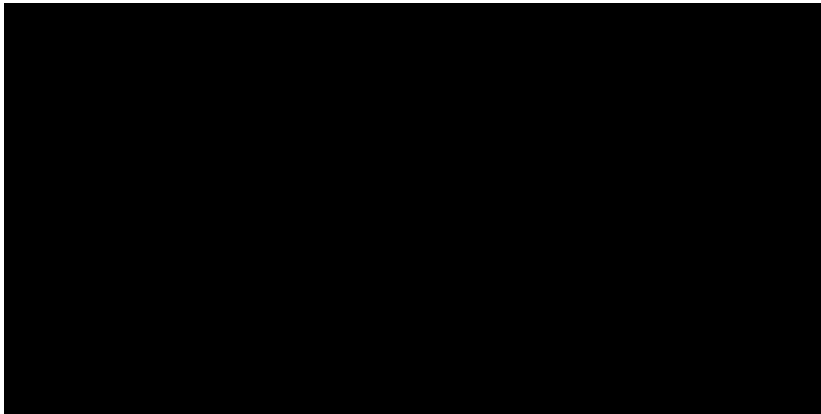
counsel, its affiliates and representatives shall have no liability whatsoever with respect to the use of or reliance upon the disclosed Defence Materials.

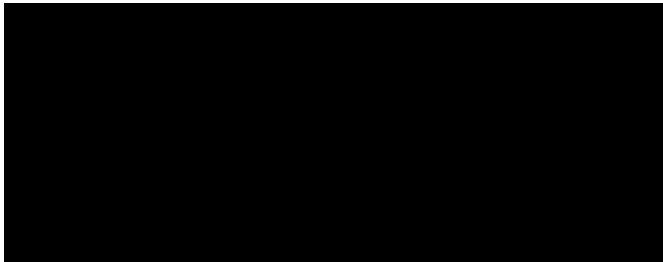
16. In the event that (a) either Client chooses to withdraw from this Agreement; or (b) the Potential Transaction has terminated, or discussions, or negotiations with respect to the Potential Transaction have terminated, the appropriate counsel or Client shall promptly give notice of that fact to all other parties to this Agreement, and this Agreement shall terminate, except that:
 - (i) the requirements of clause 19 shall apply; and
 - (ii) each Client and its undersigned counsel shall continue to be bound by the obligations of confidentiality provided herein with respect to Defence Materials previously furnished pursuant to this Agreement for a period of two years.
17. Each undersigned counsel (and, if and to the extent applicable taking into account the limitations in clause 2 above, Client) shall, and shall procure that the other members of the External Antitrust/Regulatory Clean Team shall:
 - (i) maintain a record of Defence Materials received, any copies made thereof and materials derived therefrom and the names of such persons to whom such information has been disclosed;
 - (ii) keep Defence Materials and any copies thereof secure and in such a way as to prevent unauthorised access by any third party;
 - (iii) if and to the extent that Defence Materials are provided in electronic format, and to the extent possible, not store such information on any computer, word processor or other device, unless access to the file is protected by password and restricted to those individuals who are actively engaged on the project and bound by this Agreement;
 - (iv) limit access to Defence Materials to specific individuals who are directly involved in the Matter; and
 - (v) inform counsel of the relevant Client immediately if it becomes aware that any Defence Materials provided by that Client have been disclosed to any person otherwise than in accordance with this Agreement, the Clean Team Agreement and the NDA.
18. Notwithstanding the generality of clause 17, in light of considerations relating to Rule 21.3 of the Code and PS30:
 - (i) Prior to receiving any Restricted Information relating to the Target, the Bidder, the Bidder's undersigned counsel and any other member of the Bidder's External Antitrust/Regulatory Clean Team shall provide to the Takeover Panel a written confirmation substantially in the forms set out in Appendix 1 Part A – Part C, or in such other form as the Takeover Panel requires. The Bidder and its undersigned counsel agree and acknowledge that the relevant confirmations being given by them and to be given by any other member of the Bidder's External Antitrust/Regulatory Clean Team are being given by them for the benefit of the Target and may be relied upon and enforced by the Target as if expressly set out in the Target's favour in this Agreement.

The Bidder shall take all necessary and reasonable steps to ensure that it and its External Antitrust/Regulatory Clean Team comply with the arrangements set out in this clause 18 in respect of the Restricted Information.

- (ii) The Bidder's undersigned counsel shall as promptly as is practicable inform the Target's undersigned counsel and the Takeover Panel in the event that there has been a breach of this Agreement or of any of the confirmations provided to the Takeover Panel pursuant to clause 18(i) above.
- (iii) The Bidder or its undersigned counsel shall procure that a list of individuals who are part of the Bidder's External Antitrust/Regulatory Clean Team shall be maintained by each firm that is a member of the Bidder's External Antitrust/Regulatory Clean Team and there shall be a nominated individual at each firm that is a member of the Bidder's External Antitrust/Regulatory Clean Team primarily responsible for ensuring compliance with this Agreement (the "**Responsible Person**").
- (iv) Pursuant to paragraph 4.1(b) of PS30, Bidder's undersigned counsel confirms that Dr. Helmut Bergmann, partner at Freshfields LLP, has been appointed as the individual who has taken responsibility for ensuring that the procedures will be implemented and complied with by the External Antitrust/Regulatory Clean Team and will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to the Bidder to ensure that it does not disclose any Restricted Information relating to the Target or any other information which enables the Bidder to deduce the Restricted Information relating to the Target.
- (v) Each undersigned and their undersigned counsel shall, and shall procure that each other member of their respective External Antitrust/Regulatory Clean Team shall, ensure that:
 - (a) Restricted Information will be provided separately from any other data and information being provided in connection with the Potential Transaction (e.g., non-confidential business information needed for the antitrust or regulatory analysis, any other information exchanged by the parties for the purposes of due diligence or other analysis required in connection with the Transaction);
 - (b) if and to the extent any merger or other regulatory notifications, filings and submissions themselves include Restricted Information and (whether in draft or submitted form) are shared with the Bidder, such Restricted Information will be redacted before these documents are shared;
 - (c) if and to the extent that any Client or any of its advisers who are not members of the External Antitrust/Regulatory Clean Team are to participate in meetings or calls with any relevant antitrust or regulatory authorities or are to receive correspondence from any such authorities, appropriate agreements will be put in place to ensure that no Restricted Information of the other Client is provided to such Client or its advisers;
 - (d) when receiving Restricted Information, it will be properly ring-fenced (including from the corporate and transactional legal deal teams);

- (e) if and to the extent Restricted Information is provided by email, or documents or materials containing or derived from the Restricted Information are circulated by email, all such emails or documents will be filed to a separate ring-fenced filing system to which there is restricted access;
 - (f) if and to the extent Restricted Information is provided via a dedicated online data room (the “DR”), only the members of the External Antitrust/Regulatory Clean Team will have access to the DR; and
 - (g) if any member of the External Antitrust/Regulatory Clean Team advises that it cannot put in place the ring-fenced safeguards set out at sub-clauses 18(v)(d) to (f) (e.g. due to IT limitations), then no Restricted Information will be provided to these members and they will not be provided to the respective Client’s External Antitrust/Regulatory Clean Team until such alternative structure has also been agreed with the Takeover Panel and put in place.
19. Within seven (7) days after termination of the Potential Transaction in accordance with clause 16, each Client and undersigned counsel shall, and shall procure that each member of their respective External Antitrust/Regulatory Clean Team shall, comply with the provisions of Clause 4.1 of the NDA in relation to the return or destruction of Defence Materials furnished by the other Client or member of the other External Antitrust/Regulatory Clean Team pursuant to this Agreement. In the event that any Outside Counsel or Retained Expert ceases to be retained as a member of an External Antitrust/Regulatory Clean Team during the course of the Transaction, the provisions of Clause 4.1 of the NDA shall be deemed to apply as if a request for destruction or return of information from the other Client had been made.
20. This Agreement, its terms, and the activities conducted pursuant to this Agreement, constitute confidential Defence Materials. Each Client and undersigned counsel agrees not to disclose this Agreement or its terms or any other Defence Materials to anyone except insofar as permitted under the terms of this Agreement; provided that a copy of this Agreement may be provided to the Takeover Panel upon request and may be uploaded to the Clients’ offer-specific websites as required under the Code.
21. All notifications required under this Agreement shall be sent to the following designated contacts:



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22. This Agreement shall be binding upon each Client's respective successors, legal representatives and permitted assigns. This Agreement is solely for the benefit of the Clients hereto.
23. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement, the relationship between the parties and the conduct of any negotiations for the Potential Transaction shall be governed exclusively by the laws of England and Wales. The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement including, without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, termination or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each Client and undersigned counsel irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction. Each Client and undersigned counsel also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by an English court exercising jurisdiction pursuant to this clause.
24. This Agreement constitutes the entire and complete agreement between the Clients and undersigned counsel and supersedes any earlier joint defence agreements between or among any of the undersigned regarding the Potential Transaction, whether written or oral, pursuant to which Defence Materials have been exchanged. Notwithstanding the foregoing, the NDA and the Clean Team Agreement are excluded from this provision and remain in force.
25. If and to the extent that any provision of this Agreement is held to be invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this Agreement, but everything else in the Agreement shall continue to be binding.
26. Each Client and undersigned counsel shall, and each Client shall procure that any External Antitrust/Regulatory Clean Team member retained by it shall, promptly notify the other Client upon becoming aware of any breach of this Agreement or in the case of the Bidder and its counsel, breach of any of the confirmations provided to the Takeover Panel in accordance with clause 18(i).
27. Each of the Clients and undersigned counsel acknowledge 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. If any of the remedies set out in this Clause is sought in relation to any threatened or actual breach of the terms of this Agreement, each of the Clients and undersigned counsel

waive any rights it may have to oppose that remedy on the grounds that damages would be an adequate alternative.

28. No failure or delay by any Client or undersigned counsel to this Agreement to exercise any right, power, or privilege hereunder or provided by law shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
29. This Agreement may be executed in one or more counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.
30. This Agreement may not be amended or modified except by a written agreement signed by each Client and undersigned counsel hereto, provided that any Client may designate additional counsel representing such Client with respect to the Potential Transaction or the Matter, ("**Additional Counsel**"), provided that Defence Materials and Restricted Information may only be disclosed to an Additional Counsel once that Additional Counsel has agreed to be bound by the terms of this Agreement as if they were original Outside Counsel by:
 - (a) executing a copy of Appendix 2 to this Agreement and delivering an executed copy to the other Client or its undersigned counsel; and
 - (b) executing a letter in substantially the form contained in Part C of Appendix 1 to this Agreement and delivering it to the parties and the Panel.
31. In the event that Additional Counsel is appointed pursuant to clause 30 above, such Additional Counsel shall become a party to this Agreement in all respects as if they were original undersigned counsel and references to Outside Counsel in this Agreement shall include such Additional Counsel.

[REDACTED]

SLAUGHTER AND MAY

Privileged and Confidential
Prepared by UK and EEA-qualified counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by [REDACTED]

for and on behalf of **ABB Asea Brown Boveri Ltd**

SIGNED by [REDACTED]

for and on behalf of **Freshfields LLP**
Counsel to ABB Asea Brown Boveri Ltd

[REDACTED]

SLAUGHTER AND MAY

Privileged and Confidential
Prepared by UK and EEA-qualified counsel

SIGNED by [REDACTED]

for and on behalf of **Rotork plc**

SIGNED by [REDACTED]

for and on behalf of **Slaughter and May**
Counsel to Rotork plc

SIGNED by

for and on behalf of **Rotork plc**

.....

SIGNED by 

for and on behalf of **Slaughter and May**
Counsel to Rotork plc


.....

APPENDIX 1

Part A

Form of Confirmation of The Bidder

[Letterhead of the Bidder]

Private and Confidential

[Redacted]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

[Date]

Dear [Redacted],

ABB Asea Brown Boveri Ltd (“Bidder”) / Rotork plc (“Target”)

We refer to the discussions you have had with Slaughter and May regarding regulatory clearances with reference to a potential transaction involving Bidder and Target (the “**Potential Transaction**”).

Pursuant to paragraph 4.1(c) of Practice Statement No.30, issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023), we confirm that:

- (i) we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of the Restricted Information;
- (ii) no director or employee of the Bidder will receive or have access to any Restricted Information until the scheme becomes effective (if conducted by way of a scheme of arrangement) or the offer becomes unconditional (if conducted by way of a takeover offer); and
- (iii) we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

Defined terms used in this letter have the same meanings as in the Confidentiality and Joint Defence Agreement between, inter alia, the Bidder and the Target dated 4 July 2026.

Yours sincerely,

SIGNED by

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for and on behalf of **ABB Asea Brown
Boveri Ltd**

Part B

Form of Confirmation of Lead External Antitrust/Regulatory Legal Counsel for The Bidder

[Letterhead of Bidder's antitrust counsel]

Private and Confidential

[REDACTED]
The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

[Date]

Dear [REDACTED]

ABB Asea Brown Boveri Ltd ("Bidder") / Rotork plc ("Target")

We are retained as external legal counsel by the Bidder to advise on antitrust and/or regulatory clearances relating to a possible transaction involving Bidder and Target (the "**Potential Transaction**").

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Potential Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [REDACTED] Freshfields LLP (**Freshfields**) as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Freshfields and who will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to the Bidder to ensure that it does not disclose any Restricted Information or any other information which enables the Bidder to deduce the Restricted Information.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the Bidder or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;

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- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
 - (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

If and to the extent that it is determined to be necessary or appropriate to instruct law firms in other jurisdictions over and above those already set out in the accompanying submission or add members to the External Antitrust/Regulatory Clean Team, for which corresponding confirmations have been provided, we will provide the Takeover Panel with the names of any such additional firms to be instructed or individuals to be added and will seek the Takeover Panel's permission to provide Restricted Information to them on the basis of PS 30.

Defined terms used in this letter have the same meanings as in the Confidentiality and Joint Defence Agreement between, inter alia, the Bidder and Target dated 4 July 2026.

Yours sincerely,

[signed by responsible person]

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

Name	Role	Role in the Potential Transaction
[REDACTED]		

Part C

Form of Confirmation of Retained Expert Firm or Local Counsel Firm

[Letterhead of the Bidder's economists or other experts or local counsel – if relevant]

Private and Confidential

[REDACTED]
The Takeover Panel
One Angel Court London
EC2R 7HJ

By Email

[Date]

Dear **[REDACTED]**

ABB Asea Brown Boveri Ltd (“Bidder”) / Rotork plc (“Target”)

We are retained by the Bidder to assist in the analysis and preparation of filings and submissions for antitrust and/or regulatory clearances in relation to a possible transaction involving Bidder and Target (the “**Potential Transaction**”).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Potential Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [*name of responsible person*] as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by [*consulting firm or local counsel*].

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the Bidder or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.



Defined terms used in this letter have the same meanings as in the Confidentiality and Joint Defence Agreement between, inter alia, the Bidder and Target dated 4 July 2026.

Yours sincerely,

[Responsible Person must be signatory to this confirmation]



ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

Name	Team	Role in the Potential Transaction
[XXX]	[XXX]	[XXX]
[XXX]	[XXX]	[XXX]
[XXX]	[XXX]	[XXX]

APPENDIX 2

Form of Additional Counsel Letter

To: [The other Client and/or its Outside Counsel]

Date: [Date]

By Email

Rotork plc (“Rotork”) / ABB Asea Brown Boveri Ltd (“ABB”)

Dear [Addressee]

We have read the joint defence agreement dated 4 July 2026 between Rotork, ABB, Freshfields LLP and Slaughter and May (“JDA”) and agree:

1. to be bound by the terms of the JDA as though we were original Outside Counsel to the JDA;
2. not to disclose to anyone any Defence Materials or Restricted Information other than as permitted by the JDA; and
3. that we will only use Defence Materials or Restricted Information disclosed to us for the purpose of pursuing the Potential Transaction and any joint defence in connection with the Matter and any related litigation.

Capitalised terms used but not defined in this letter shall have the meaning given to them in the JDA.

Yours sincerely,

[Responsible Person]