This letter is important and requires your immediate attention.

YOU WILL NEED TO TAKE ACTION TO RECEIVE VALUE FROM YOUR LTIP OPTIONS. THIS WILL NOT HAPPEN AUTOMATICALLY.

If you are in any doubt as to the contents of this Letter 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 or legal adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

6 August 2026

Dear Participant

The Rotork Long Term Incentive Plan (the "LTIP") and the recommended cash acquisition of Rotork plc by ABB Ltd, through its indirect wholly-owned subsidiary ABB Automation Holding UK Limited

SUMMARY

This Letter explains the treatment of your LTIP Options in connection with the Acquisition of Rotork by ABB, through its indirect wholly-owned subsidiary Bidco.

As explained in section 5 below and subject to your continued employment and all other provisions of the LTIP rules, your Unvested LTIP Options (i.e. the 2024 LTIP Options, the 2025 LTIP Options and the 2026 LTIP Options) will become exercisable in connection with the Acquisition on the Court Sanction Date.

The Unvested LTIP Options will become exercisable subject to performance assessment. There will be no application of time pro-rating for 2024 LTIP Options and 2025 LTIP Options. 2026 LTIP Options will be subject to time pro-rating (as explained in section 5.2(B) below). The portion which does not vest due to this will be replaced by new awards over ABB shares. The replacement ABB awards will not be subject to further performance conditions.

Your vested but unexercised LTIP Options and, after they vest on the Court Sanction Date, your Unvested LTIP Options will remain exercisable **until one month after the Court Sanction Date**.

It is recommended that you exercise your LTIP Options before they lapse by selecting one of the choices in this Letter.

If the Acquisition completes, the Rotork Shares you receive on exercise of your LTIP Options will be purchased by ABB as part of the Acquisition and you will receive 503 pence per Rotork Share (less any deductions for income tax and employee social security contributions which Rotork is required to withhold).

To select Choice A (exercise all your LTIP Options on the Court Sanction Date), you should complete the online exercise instruction via your Equiniti employee share plan portal ("ESP") after the instruction window opens (on or around 13 August 2026) and by

no later than 30 October 2026 or any earlier deadline you are told about once the expected Court Sanction Date is known. Equiniti will send you an email with the access link when the exercise instruction window opens and a reminder to make your choice.

If you want to select Choice A but have not done so by 30 October 2026, please contact [redacted] immediately after this deadline.

If you are subject to Rotork's Share Dealing Code, you must seek consent to exercise in the normal way before you submit any exercise instruction.

Please note that your LTIP Options will not be exercised automatically. You must take action to exercise your LTIP Options. If you do not take any action, your LTIP Options will lapse and you will receive no value for them.

1. Why are we writing to you?

On 16 July 2026, the boards of Rotork plc ("**Rotork**") and ABB Ltd ("**ABB**") announced that they had reached agreement on the terms of a recommended 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**").

We are writing to explain how the Acquisition will affect your LTIP Options and the decisions you need to make.

Please read everything in this letter and everything shared with it (the "**Letter**") carefully. The contents are very important. If you are unsure about what it means for you, please contact an independent financial, legal or tax adviser.

The Glossary explains the key words and phrases used in this Letter. Unless otherwise defined, capitalised terms used in this Letter have the same meaning as in the Scheme Document and in the announcement of ABB's cash offer on 16 July 2026 (the "**Announcement**"). A copy of the Announcement, the Scheme Document and this Letter are available on the Rotork website at https://www.rotork.com/en/investors/disclaimer/recommended-offer .

2. What is the Acquisition?

The Acquisition will result in ABB, through its indirect, wholly-owned subsidiary Bidco, becoming the owner of Rotork. The Acquisition will take place through what is called a "scheme of arrangement" (the "**Scheme**"). This is a procedure that is subject to approval by Rotork Shareholders and the Court. The date that the Court approves the Scheme is referred to in this Letter as the "**Court Sanction Date**". The Court Sanction Date is not when the Acquisition will complete. The Acquisition will complete when the Scheme becomes "**Effective**" (which is expected to occur a couple of days after the Court Sanction Date on the "**Effective Date**").

3. What are the terms of the Acquisition?

Further information on the Scheme is set out in the Scheme Document sent to Rotork Shareholders dated 6 August 2026 and in the Announcement. This Letter should be read together with the Scheme Document and the Announcement.

In summary, Rotork Shareholders will receive 506 pence in cash for each Rotork Share they own, comprising:

- 503 pence in cash from ABB (the "**Cash Consideration**"); and
- the Rotork Permitted Dividend of up to 3 pence per Rotork Share, which the Rotork Shareholders are entitled to receive and retain without any reduction to the Cash Consideration.

4. When is the Effective Date likely to take place?

The Effective Date is currently expected to take place during the first half of 2027, but only after a number of conditions are satisfied. The expected timetable of events is available in the Scheme Document at page 16.

5. How does the Acquisition affect any LTIP Options you hold?

The Acquisition will affect all your LTIP Options, whether they are vested (and unexercised) or unvested. This Letter will consider the impact on Vested LTIP Options and Unvested LTIP Options in turn. Your LTIP Options will at all times remain subject to the rules of the LTIP.

5.1 <u>Vested LTIP Options (i.e. LTIP Options granted during or before 2023)</u>

If the Acquisition goes ahead, it will change the timeframe in which you can exercise your Vested LTIP Options. Normally, your Vested LTIP Options would remain exercisable until the tenth anniversary of the grant date subject to your continued employment within the Rotork Group. However, as a result of the Acquisition, the exercise period for your Vested LTIP Options will expire one month after the Court Sanction Date (unless they lapse earlier under the LTIP rules).

<u>If you don't take action to exercise your Vested LTIP Options before the exercise period expires, they will lapse and you will not receive any value for them.</u>

5.2 <u>Unvested LTIP Options</u>

(A) 2024 LTIP Options and 2025 LTIP Options

To the extent that you were granted 2024 LTIP Options and 2025 LTIP Options, any 2024 LTIP Options and 2025 LTIP Options that have not already vested in the ordinary course before the Court Sanction Date will vest and become exercisable on the Court Sanction Date, subject to the Rotork Remuneration Committee's assessment as to what performance vesting level has been achieved at that date. There will be no application of time pro-rating to your 2024 LTIP Options and 2025 LTIP Options if they vest on the Court Sanction Date in connection with the Acquisition. To the extent that your 2024 LTIP Options and 2025 LTIP Options do not vest in full on the Court Sanction Date due to performance assessment, that portion which does not vest will immediately lapse on the Court Sanction Date.

Your 2024 LTIP Options and 2025 LTIP Options will remain exercisable, to the extent that they vest as a result of the Acquisition, until one month after the Court Sanction Date (unless they lapse earlier under the LTIP rules).

<u>If you don't take action to exercise your 2024 LTIP Options and 2025 LTIP Options before the exercise period expires, they will lapse and you will not receive any value for them.</u>

(B) 2026 LTIP Options

To the extent that you were granted 2026 LTIP Options, your 2026 LTIP Options will vest on the Court Sanction Date and become exercisable subject to:

- the Rotork Remuneration Committee's assessment as to what performance vesting level has been achieved at that date; and

- the 2026 LTIP Options being reduced pro-rata to reflect the period which is the longer of: (i) the period starting on 14 May 2026 (the grant date of your 2026 LTIP Options) and ending on the Court Sanction Date; and (ii) the period of one year (unless you cease employment as a good leaver before the Court Sanction Date, in which case different rules apply), in each case relative to the three-year vesting period.

Your 2026 LTIP Options will remain exercisable, to the extent that they vest, until one month after the Court Sanction Date (unless they lapse earlier under the LTIP rules).

<u>If you don't take action to exercise your 2026 LTIP Options before the exercise period expires, they will lapse and you will not receive any value for them.</u>

To the extent that some of your 2026 LTIP Options would lapse due to the application of time pro-rating (calculated in the manner described above under the second bullet point of this section 5.2(B)), ABB has agreed to grant, as soon as reasonably practicable after the Effective Date, replacement awards (the "**Replacement 2026 Awards**"). The Replacement 2026 Awards will be granted over ABB shares in the form of a one-time special replacement grant of restricted share units. They will be awarded provided that you remain in employment with the Rotork Group and are not under notice at the Effective Date.

The value of your Replacement 2026 Awards will be based on the number of Rotork Shares, including any Rotork Shares representing dividend equivalents, under your 2026 LTIP Options that lapses on the Court Sanction Date due to the application of time pro-rating (after the Rotork Remuneration Committee's assessment as to what performance vesting level has been achieved), multiplied by the Cash Consideration of 503 pence per Rotork Share. In other words, the Replacement 2026 Awards are intended to ensure that you do not lose the value of the portion of your 2026 LTIP Options (including any dividend equivalents) that lapses on the Court Sanction Date due to the application of time pro-rating. The value of your Replacement 2026 Awards will be calculated after the Rotork Remuneration Committee's assessment of the performance vesting level as described above and your Replacement 2026 Awards will not be subject to further performance conditions.

The number of ABB shares subject to your Replacement 2026 Awards will be determined by dividing the value calculated as described above, converted at an average exchange rate from British pounds sterling to Swiss francs, by the three-day average closing price of ABB shares on the Swiss Stock Exchange (SMI) immediately prior to the Effective Date, rounded up to the nearest whole number of ABB shares. The average exchange rate will be determined over the same period as the average closing price of the ABB shares.

Subject to all the other terms of the Replacement 2026 Awards (including in relation to continued employment), your Replacement 2026 Awards will vest in two equal instalments: 50% will vest on the first anniversary of the Effective Date and 50% will vest on the second anniversary of the Effective Date. No post-vesting holding period will apply to the ABB shares you receive on vesting.

The full terms of your Replacement 2026 Awards, including leaver provisions, and the process to accept the terms of that award will be communicated to you by ABB after the Effective Date.

6. What are your choices and what do you need to do?

The Acquisition will mean that you will have to make a choice regarding your LTIP Options, otherwise they will lapse and you will not receive any value for them.

These choices are explained below. For both Vested LTIP Options and Unvested LTIP Options, this involves Choice A and Choice B. For Vested LTIP Options only, there is an additional Choice C of exercising the Vested LTIP Options in the ordinary course.

If you select Choice A or Choice B, that instruction will cover all your LTIP Options, i.e. your 2024 LTIP Options, your 2025 LTIP Options, your pro-rated 2026 LTIP Options and any Vested LTIP Options. Once you have selected your preferred choice, you would then not need to take any additional action at that stage to receive the Replacement 2026 Awards; further details will be communicated to you in due course.

Please note that if you leave employment with the Rotork Group before the Court Sanction Date, different rules may apply. These are explained in section 10 below.

6.1 <u>Both Vested LTIP Options and Unvested LTIP Options</u>

For both Vested LTIP Options (i.e. LTIP Options granted during and before 2023) and Unvested Options (i.e. 2024 LTIP Options, 2025 LTIP Options and 2026 LTIP Options), you will be able to make the following choices.

<u>Choice A</u>: Exercise all your LTIP Options on the Court Sanction Date

You can elect in advance to exercise your LTIP Options, conditional on the Court sanctioning the Scheme. If you do this:

- Your LTIP Options will be exercised on the Court Sanction Date to the extent they vest. In the case of Unvested LTIP Options, they will both vest (subject to performance assessment and time pro-rating on the 2026 LTIP Options and including any dividend equivalents which are delivered in Rotork Shares) and be exercised at this point.

- The Rotork Shares which you receive on the exercise of your LTIP Options will be purchased by ABB as part of the Acquisition.

- You will receive 503 pence in cash for each Rotork Share (less any deductions for income tax and employee social security contributions which Rotork is required to withhold). This will be paid to you by Rotork in the first reasonably practicable payroll after the Effective Date, once Rotork receives the funds from ABB.

To select Choice A, you should complete the online exercise instruction via your Equiniti employee share plan portal after the exercise instruction window opens (on or around 13 August 2026) and <u>by no later than 30 October 2026</u> or any earlier deadline you are told about once the expected Court Sanction Date is known. Equiniti will send you an email with the access link when the exercise instruction window opens and a reminder to make your choice.

If you want to select Choice A but have not done so by 30 October 2026, please contact [redacted] immediately after this deadline.

<u>Choice B</u>: Exercise all your LTIP Options at the latest practicable time after the Court Sanction Date

You can elect to exercise all your LTIP Options at the latest practicable time after the Court Sanction Date. If you do this:

- Your LTIP Options will be exercised at the latest practicable time during the one month after the Court Sanction Date.

- You will receive the same number of Rotork Shares you would have done if you selected Choice A.

- The Rotork Shares which you will receive on the exercise of your LTIP Options will be automatically bought by ABB and you will receive 503 pence per Rotork Share (less any deductions for income tax and employee social security contributions which Rotork is required to withhold). This will be paid to you by Rotork in the first reasonably practicable payroll after exercise.

- You will receive the same value for your Rotork Shares as under Choice A but you will receive it later than if you select Choice A.

If you want to select Choice B, you will be able to do so via your Equiniti employee share plan portal after the Court Sanction Date. Equiniti will send you an email to notify you of the deadline in due course.

If you do not exercise your LTIP Options before they lapse, you will not receive any value for them. If any of your LTIP Options lapse before the Court Sanction Date under the LTIP rules, any Choice A election you have attempted to make will not have effect in respect of those lapsed LTIP Options.

6.2 <u>Vested LTIP Options only (i.e. LTIP Options granted during and before 2023)</u>

<u>Choice C</u>: Exercise your Vested LTIP Options in the ordinary course

You can choose to exercise your Vested LTIP Options in the ordinary course before the Court Sanction Date, subject to the requirements of Rotork's Share Dealing Code (including the requirement to obtain prior approval to Deal in Rotork Shares (as defined in Rotork's Share Dealing Code)). You should consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising your Vested LTIP Options.

If you exercise your Vested LTIP Options before the Court Sanction Date, you will be able to choose whether to keep the Rotork Shares you acquire on exercise or sell some or all of those Rotork Shares in the market at the prevailing market price, in the normal way. Tax withholding arrangements will apply in the normal way.

Any Rotork Shares which you hold at the Scheme Record Time will be automatically purchased by ABB as part of the Acquisition.

You may wish to exercise your Vested LTIP Options before 14 August 2026, which is the record date for the Rotork Permitted Dividend. This would mean that, provided you hold the resulting Rotork Shares on 14 August 2026, you would receive 3 pence for each Rotork Share you acquire on exercise. Any Rotork Shares you acquire after 14 August 2026 will not participate in the Rotork Permitted Dividend. **If you wish to exercise your Vested LTIP Options so that the resulting Rotork Shares will participate in the Rotork Permitted Dividend, you must exercise your Vested LTIP Options following the normal exercise process via your Equiniti employee share plan portal (ESP) and the requirements of Rotork's Share Dealing Code as soon as possible on receipt of this Letter and in any event on or before 11 August 2026.**

If your Vested LTIP Options are due to lapse before the Court Sanction Date, you should exercise them under Choice C rather than Choice A or Choice B.

If you want to exercise your Vested LTIP Options before the Court Sanction Date, you must, before such options lapse, follow the normal exercise process via your Equiniti employee share plan portal (ESP) and the requirements of Rotork's Share Dealing Code. You can access the ESP at: www.esp-portal.com/clients/Rotork .

If you do not take action to exercise your LTIP Options before they lapse, you will not receive any value for them.

7. When will you receive the money?

If you select Choice A, you will receive the cash proceeds due to you (less any deductions for income tax and employee social security contributions which Rotork is required to withhold) in the first reasonably practicable payroll after the Effective Date, once Rotork receives the funds from ABB.

If you select Choice B, you will receive the cash proceeds due to you (less any deductions for income tax and employee social security contributions which Rotork is required to withhold) in the first reasonably practicable payroll after exercise. This will be later than if you had selected Choice A.

The cash proceeds for Choice A and Choice B in respect of your Unvested LTIP Options will be 503 pence per Rotork Share which vests, less any deductions for income tax and employee social security contributions which Rotork is required to withhold. Your Unvested LTIP Options will vest in connection with the Acquisition on the Court Sanction Date subject to performance assessment. There will be no application of time pro-rating for 2024 LTIP Options and 2025 LTIP Options. 2026 LTIP Options will be subject to time pro-rating, and the portion which does not vest will be replaced by the Replacement 2026 Awards with ABB. The Replacement 2026 Awards with ABB will not be subject to further performance conditions.

As noted above, the Replacement 2026 Awards will be granted over ABB shares in the form of a one-time special replacement grant of restricted share units. Any Replacement 2026 Awards will vest in two instalments: 50% will vest on the first anniversary of the Effective Date and 50% will vest on the second anniversary of the Effective Date, subject to leaver terms. The ABB shares or a cash equivalent will be delivered after vesting in accordance with the terms of the one-time special replacement grant.

For Choice A and Choice B, you will be paid in your payroll currency. If your payroll currency is not British pounds sterling, the amount per Rotork Share you receive will be 503 pence (less any deductions for income tax and employee social security contributions which Rotork is required to withhold) converted into your payroll currency at the prevailing exchange rate at the time of conversion. The exchange rate can vary over time.

If you select Choice C and exercise your Vested LTIP Options before the Court Sanction Date, you will be able to choose how you would like any proceeds to be paid to you on exercise in the normal way (as set out in the letter you received from Rotork when your Vested LTIP Options vested). Tax withholding arrangements will apply in the normal way. Any Rotork Shares that you hold at the Scheme Record Time will be automatically purchased by ABB as part of the Acquisition and you will be paid in respect of these Shares a few weeks after the Effective Date. Payment will be processed in the normal way. If you are paid in a currency that is not British pounds sterling, the amount per Rotork Share you receive will be 503 pence (less any deductions for income tax and employee social security contributions which Rotork is required to withhold) converted into your payroll currency at the prevailing exchange rate at the time of conversion. The exchange rate can vary over time.

8. Will you receive the Rotork Permitted Dividend?

8.1 Vested LTIP Options

If you exercise your Vested LTIP Options before and hold the resulting Rotork Shares on 14 August 2026, being the record date for the Rotork Permitted Dividend, then you will receive the Rotork Permitted Dividend on your Rotork Shares in the same way as other Rotork Shareholders. **If you wish to exercise your Vested LTIP Options so that the resulting Rotork Shares will participate in the Rotork Permitted Dividend, you must exercise your Vested LTIP Options following the normal exercise process via your Equiniti employee share plan portal (ESP) and the requirements of Rotork's Share Dealing Code <u>as soon as possible on receipt of this Letter and in any event on or before 11 August 2026</u>.**

If you do not exercise your Vested LTIP Options and hold the resulting Rotork Shares on 14 August 2026, being the record date for the Rotork Permitted Dividend, then you will not receive the Rotork Permitted Dividend.

8.2 Unvested LTIP Options

You will not be entitled to the Rotork Permitted Dividend cash in respect of your Unvested LTIP Options.

However, your Unvested LTIP Options include dividend equivalent rights. As a result, you will receive an additional number of Rotork Shares on vesting of your Unvested LTIP Options to reflect the dividends that have been paid during the period between the grant of the Unvested LTIP Options and when your Unvested LTIP Options vest in relation to the number of Rotork Shares to which you are entitled once the Unvested LTIP Options vest, including any Rotork Permitted Dividend. The Rotork Remuneration Committee also retains discretion to pay these dividend equivalents in cash instead. For your 2026 LTIP Awards, the Replacement 2026 Awards with ABB will also reflect the value of the Rotork Permitted Dividend.

9. What if the Court Sanction does not go ahead?

If the Court does not sanction the Scheme for any reason, your LTIP Options will continue as normal under the LTIP rules.

10. What happens if you leave employment with the Rotork Group before the Court Sanction Date?

The leaver provisions under the LTIP rules will continue to apply to your LTIP Options in the normal way if you leave the Rotork Group before the Court Sanction Date and before you exercise your LTIP Options.

If you leave the Rotork Group before the Court Sanction Date, your LTIP Options could lapse or the timeframe in which you can exercise them may be shortened (in line with the LTIP rules). If your LTIP Options lapse before the Court Sanction Date, any Choice A instruction you have attempted to make will not take effect. Your instruction will not be affected if you are treated as a "good leaver", provided that your LTIP Options have not lapsed before the Court Sanction Date, and it will apply to any LTIP Options you continue to hold at the Court Sanction Date. If your LTIP Options are due to lapse before the Court Sanction Date, you will need to exercise them in the normal way before they lapse otherwise you will not receive any value for them.

If you are treated as a "good leaver" and you hold 2026 LTIP Options, your 2026 LTIP Options will remain subject to the applicable performance conditions and will be assessed in the normal way. However, any portion of your 2026 LTIP Options that vests will be reduced on a time pro-rata basis by reference to the end of your employment (or such other period as the Rotork Remuneration Committee may determine), rather than to the Court Sanction Date. You will not receive Replacement 2026 Awards.

11. What if you are an insider?

If you are a restricted person under Rotork's Share Dealing Code, or you have otherwise been told that Rotork's Share Dealing Code applies to you, you must obtain permission to exercise your LTIP Options under Rotork's Share Dealing Code before you submit an instruction. Your instruction for Choice A, Choice B and/or Choice C (as applicable) as set out above must be submitted as soon as possible once permission has been granted and in any event within two Business Days of permission being granted. If you do not submit your instruction within two Business Days of permission being granted, you will need to request permission again to exercise your LTIP Options again before you submit an instruction. You can ask for permission to deal by following the approval process set out in Rotork's Share Dealing Code. However, unless exceptional circumstances exist, it is unlikely you will be granted permission to deal while you are an insider or during a closed period for Rotork. If you are in any doubt about the process you need to follow, please contact [redacted].

12. What are the tax implications for you?

If you are unsure how your LTIP Options will be taxed, we strongly recommend that you seek advice from an independent tax adviser in your country of tax residence.

13. What about options or awards you hold under other Rotork Share Plans?

This Letter only relates to your outstanding LTIP Options. If you have other types of awards or participate in any other Rotork Share Plans, you will receive separate letters explaining how the Acquisition will affect any awards, options, or Rotork Shares granted under those plans. Please also read those communications carefully as the treatment of those awards, options or Rotork Shares may be different from the treatment of your LTIP Options.

14. What if you have any questions?

If you have any questions about your LTIP Options or what your choices are, please contact [redacted]. If you have questions about the Acquisition or how to exercise your LTIP Options, please contact Equiniti on [redacted] Lines are open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Calls may be recorded and monitored for security and training purposes.

Please note that none of Rotork, ABB, Bidco, or Equiniti, nor any of their employees, can provide you with any legal, tax, investment or financial advice on the merits of the Acquisition, its effect on your LTIP Options or your choices. If you have any questions about your legal, tax or financial position, you are strongly recommended to take independent legal, tax and/or financial advice.

15. Proposal and Recommendation

Proposal

ABB is required by the Takeover Code to make an "appropriate proposal" to holders of options to safeguard their interests in the context of the Acquisition. The proposal is that you exercise your LTIP Options by selecting one of the choices in this Letter.

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 proposal, consider the terms of the proposal set out in this Letter to be fair and reasonable in the context of the Acquisition. In providing their 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 are providing independent financial advice to the Rotork Directors for the purposes of Rule 15.2 of the Takeover Code.

The Rotork Directors recommend that you exercise your LTIP Options. You should consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising your LTIP Options.

16. Notices

Nothing in this Letter constitutes financial advice to any holder of shares, share options, or share awards in Rotork or ABB.

If you have received this Letter electronically, you can request a hard copy of this Letter, free of charge, by contacting Equiniti on [redacted] stating your name and the address to which the hard copy should be sent. You can also ask that any other documents, announcements and information to be sent to you in relation to the Acquisition should be sent to you in hard copy form.

Lines are open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Equiniti cannot provide any financial, legal or tax advice. Calls may be recorded and monitored for security and training purposes.

If there are any differences between the information in this Letter, the LTIP rules, or any relevant legislation, then the LTIP rules and the legislation will prevail.

Yours faithfully,

Stuart Pain
Group General Counsel & Company Secretary

For and on behalf of

Rotork plc

Christian Nilsson
Chief Financial Officer

For and on behalf of

ABB Automation Holding UK Limited

Glossary

"**2024 LTIP Options**" means outstanding LTIP Options granted in 2024;

"**2025 LTIP Options**" means outstanding LTIP Options granted in 2025;

"**2026 LTIP Options**" means outstanding LTIP Options granted in 2026;

"**ABB**" means ABB Ltd;

"**ABB Directors**" means the persons whose names are set out in paragraph 2.2 of Part VIII (*Additional Information*) of the Scheme Document or, where the context so requires, the directors of ABB from time to time;

"**ABB Group**" means ABB and its subsidiary undertakings from time to time;

"**Acquisition**" means 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 Scheme 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**" means 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;

"**Bidco**" means 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**" means the persons whose names are set out in paragraph 2.3 of Part VIII (*Additional Information*) of the Scheme Document or, where the context so requires, the directors of Bidco from time to time;

"**Business Day**" means 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**" means 503 pence in cash per Rotork Share;

"**Co-operation Agreement**" means the agreement dated 16 July 2026 entered into between ABB, Bidco and Rotork relating to, among other things, the implementation of the Acquisition;

"**Court**" means the High Court of Justice in England and Wales;

"**Court Sanction**" means the Court approval of the Scheme;

"**Court Sanction Date**" means the date on which the Court sanctions the Scheme;

"**Effective**" means the Scheme having become effective in accordance with its terms;

"**Effective Date**" means the date on which the Acquisition becomes Effective in accordance with its terms;

"**ESP**" means the Equiniti employee share plan portal;

"**Equiniti**" means Equiniti Limited;

"**FCA**" means 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;

"**J.P. Morgan Cazenove**" means J.P. Morgan Securities plc (which conducts its U.K. investment banking business as J.P. Morgan Cazenove);

“**Jefferies**” means Jefferies International Limited;

“**Letter**” means this letter and everything sent alongside it;

“**LTIP**” means Rotork’s 2019 Long Term Incentive Plan approved by the Rotork Shareholders on 26 April 2019 and adopted by the Rotork Directors on 16 May 2019, as amended from time to time;

“**LTIP Options**” mean all outstanding options under the LTIP, consisting of both Unvested LTIP Options and Vested LTIP Options;

“**Morgan Stanley**” means Morgan Stanley & Co. International plc;

“**Panel**” means the UK Panel on Takeovers and Mergers;

“**PRA**” means the Prudential Regulation Authority or its successor from time to time;

“**Replacement 2026 Awards**” means replacement awards granted over ABB shares in the form of restricted share units under a one-time special replacement grant to the holders of the outstanding 2026 LTIP Awards in accordance with Paragraph 11 of Part 1 of Schedule 2 of the Co-operation Agreement;

“**Rothschild & Co**” means N.M. Rothschild & Sons Limited;

“**Rotork**” means Rotork plc;

“**Rotork Board**” or “**Rotork Directors**” means the persons whose names are set out in paragraph 2.1 of Part VIII (*Additional Information*) of the Scheme Document or, where the context so requires, the directors of Rotork from time to time;

“**Rotork Group**” means Rotork and its subsidiary undertakings and, where context permits, each of them;

“**Rotork Permitted Dividend**” means a permitted interim dividend of up to 3 pence per Rotork Share which, if paid by the Rotork Board with a record date and a payment date prior to the Effective Date, Rotork Shareholders are entitled to receive and retain without any reduction to the Cash Consideration;

“**Rotork Remuneration Committee**” means the remuneration committee of the Rotork Board from time to time;

“**Rotork Share Plans**” means the share plans operated by Rotork from time to time;

“**Rotork Shareholders**” means the holders of Rotork Shares;

“**Rotork Shares**” means the ordinary shares of 0.5 pence each in the capital of Rotork ;

“Rotork’s Share Dealing Code” means Rotork’s Share Dealing Code;

“**Scheme**” means the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between Rotork and the scheme shareholders in connection with the Acquisition, as set out in Part IV (*The Ordinary Share Scheme of Arrangement*) of the Scheme Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Rotork and ABB;

“**Scheme Document**” means the document setting out the terms of the Scheme dated 6 August 2026 and addressed to Rotork Shareholders and the holders of Rotork’s preference shares;

“**Scheme Record Time**” means 6.00 p.m. (London time) on the Business Day immediately prior to the Effective Date (or such other date and/or time as ABB and Rotork may agree);

“**Significant Interest**” means 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;

“**Takeover Code**” means the City Code on Takeovers and Mergers, as amended from time to time;

“**Unvested LTIP Options**” means outstanding options granted under the LTIP which have not yet vested in accordance with their terms;

“**Vested LTIP Options**” means outstanding options granted under the LTIP which have vested in accordance with their terms, but have not yet been exercised; and

“**Wider ABB Group**” means 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).

Unless context requires otherwise, in this Letter the singular shall include the plural (and vice versa) and references to a gender shall include other genders.

Important Notes

The release, publication or distribution of this Letter in, into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable legal or regulatory requirements. 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 disclaim any responsibility or liability for the violation of such restrictions by any person.

J.P. Morgan Securities plc, which conducts its UK investment banking business as J.P. Morgan Cazenove is authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. J.P. Morgan Cazenove is acting as financial adviser exclusively for Rotork and no one else in connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition 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 in this Letter.

J.P. Morgan Cazenove has given and not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which they are included.

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 Letter 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 Letter.

Rothschild & Co has given and not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which they are included.

Jefferies, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Rotork and no one else in connection with the matters set out in this Letter and will not regard any other person as its client in relation to the matters in this Letter 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 Letter. 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 Letter, any statement contained herein or otherwise.

Jefferies has given and not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which they are included.

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 matters referred to in this Letter 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 contents of this Letter or any other matters referred to in this Letter.

Morgan Stanley has given and not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which they are included.

This Letter 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.

The Rotork Directors, whose names are set out in the Scheme Document, accept responsibility for the information contained in this Letter (including any expressions of opinion) other than the information for which responsibility is accepted by the ABB Directors and Bidco Directors. 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 Letter (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.

The ABB Directors and Bidco Directors, whose names are set out in the Scheme Document, accept responsibility for the information contained in this Letter (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). To the best of the knowledge and belief of the ABB Directors and Bidco Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Letter (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.