

PARTICIPATION FEE LETTER

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

Attention:



Date: 16 July 2026

Commitment letter dated on or about the date hereof relating to the GBP 4,200,000,000 bridge facility for the Company (the "Commitment Letter")

1. We refer to the Commitment Letter. Unless otherwise defined in this letter, terms defined in the Commitment Letter and the Facility Agreement (as defined below) shall have the same meanings in this letter.
2. This is a Fee Letter for the purposes of the Commitment Letter and is a "Finance Document" as such term will be defined in the facility agreement to be entered into pursuant to the Commitment Letter (the "**Facility Agreement**").
3. You hereby agree to pay (or to procure payment of):
 - (a) to Barclays Bank PLC as underwriter for the account of each Original Lender *pro rata* to its respective Commitments on the date of the Facility Agreement, a signing fee (the "**Signing Fee**") in an amount equal to 0.05 per cent. of the Total Commitments as at the date of the Facility Agreement; and
 - (b) to Barclays Bank PLC as underwriter for the account of each Lender *pro rata* to its respective Commitments on the date of each Utilisation, a funding fee (the "**Funding Fee**") in an amount equal to 0.075 per cent. of the Utilisations advanced on that Utilisation Date.
4. The Signing Fee is due on the date of the Facility Agreement and payable within five Business Days thereof.
5. No Signing Fee will be payable if the Facility Agreement is not executed.
6. The Funding Fee is due on each Utilisation Date and payable within five Business Days thereof, and the Company may, at its discretion, authorise the Facility Agent in the relevant Utilisation Request to deduct the Funding Fee payable at that Utilisation Date (for the account of the Lenders) from the proceeds of Utilisation on that Utilisation Date.
7. No Funding Fee will be payable if funding does not occur under the Facility Agreement.
8. Each of the Signing Fee and the Funding Fee shall be paid to the following account, or to such account as may be notified in writing by the Underwriter to the Company on at least five Business Days' prior notice:

[REDACTED]

Sort Code:

[REDACTED]

Account:

[REDACTED]

Account No:

[REDACTED]

IBAN:

[REDACTED]

Swift:

[REDACTED]

Reference:

[REDACTED]

9. Each of the Signing Fee and the Funding Fee are non-refundable and are payable to us in Sterling in immediately available, freely transferable, cleared funds. Each of the Signing Fee and the Funding Fee shall be paid in full, without (and free and clear of any deduction for) set-off, counterclaim, deductions or withholding of any kind, save for any deduction or withholding required by law. If any deduction or withholding is required by law, the Company agrees to pay (or to procure payment of) such additional amount as is necessary to ensure that the amount received by Barclays Bank PLC is equal to the amount which would have been received but for that deduction or withholding.
10. Subject to the terms of the Facility Agreement, neither party shall assign any of its rights or transfer any of its rights or obligations under this letter without the prior written consent of the other party.
11. No amendment to this letter shall be binding on the parties to this letter unless made in writing and signed by all parties to this letter.
12. Unless expressly provided to the contrary in this letter, a person who is not a party to this letter shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any terms of this letter.
13. 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.
14. This letter (including the agreement constituted by your acknowledgement of its terms) and any non-contractual obligations arising out of or in connection with it are governed by English law and the courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligation arising out of or in connection with this letter) and the parties agree that the courts of England are the most appropriate and convenient courts to decide such disputes.

Please confirm your agreement with the above by signing where indicated below.

.....
For and on behalf of
BARCLAYS BANK PLC as Underwriter

.....
For and on behalf of
BARCLAYS BANK PLC as Facility Agent

.....

We agree to the above.

[Redacted]

[Redacted]

For and on behalf of

ABB Ltd

[Redacted]

[Redacted]

For and on behalf of

ABB Ltd

[Redacted]