This letter is important and requires your immediate attention.

YOU WILL NEED TO TAKE ACTION TO RECEIVE VALUE FROM YOUR SHARESAVE 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 plc Sharesave Scheme (the "Sharesave") 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 unvested Sharesave Options in connection with the Acquisition of Rotork by ABB, through its indirect wholly-owned subsidiary Bidco. Your Sharesave Options have not yet vested because your Savings Contract has not ended and you remain in employment with the Rotork Group. This means that your Sharesave Options cannot currently be exercised to receive Rotork Shares.

However, as explained in section 6 below, part of your Sharesave Options will become exercisable in connection with the Acquisition on the Court Sanction Date, even where you have not finished saving under your Savings Contract on that date. Your Sharesave Options will become exercisable to the extent of your savings on exercise. As the Cash Consideration under the Acquisition of 503 pence is higher than the exercise price for your Sharesave Options, you will make a profit if you:

1. exercise your Sharesave Options; and
2. sell the resulting Rotork Shares to ABB as part of the Acquisition.

It is recommended that you apply in advance to exercise your Sharesave Options on the Court Sanction Date conditional on the Court Sanction occurring, i.e. select Choice A, as further described in section 7. The difference between Choice A and Choice B is that you will also receive the Cash Compensation Payment if you select Choice A (as further described in section 7) which is intended to preserve the value you would have received had your Savings Contract reached maturity in the normal way (i.e. rather than the Acquisition taking place before maturity of the Savings Contract). You will also receive the profits from the sale of your Rotork Shares sooner if you select Choice A than if you select Choice B.

To select Choice A (exercise all your Sharesave Options on the Court Sanction Date and receive the Cash Compensation Payment), 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 <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.

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 Sharesave Options will not be exercised automatically. You must take action to exercise your Sharesave Options. If you do not take any action, your Sharesave 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 Sharesave 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 about options or awards you hold under other Rotork Share Plans (such as the SIP)?

This Letter only relates to your outstanding Sharesave Options which are not already exercisable. If you 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 Sharesave Options.

Please note that if you participate in the SIP as well as the Sharesave, you will receive a separate letter about the treatment of your SIP Shares. The treatment of your SIP Shares is different to the treatment of your Sharesave Options.

3. 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**").

4. 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.

Important note: You will <u>not</u> be entitled to receive the Rotork Permitted Dividend in respect of your Sharesave Options because you will not be a Rotork Shareholder as a result of the exercise of those Sharesave Options, as your Sharesave Options will only become exercisable after 14 August 2026, being the record date for the Rotork Permitted Dividend, as set out in section 6 below.

5. 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.

6. How does the Acquisition affect any Sharesave Options you hold?

Normally, your Sharesave Options vest on the Bonus Date provided in your Savings Contract (i.e. three or five years after you started saving) and are then exercisable for a six-month period, at which point they lapse.

As a result of the Acquisition, your unvested Sharesave Options will vest early on the Court Sanction Date and they will be exercisable to the extent of your savings at the time of exercise (including any bonus for which you are eligible) for six months following the Court Sanction Date (unless they lapse before then in accordance with the Sharesave rules).

If you hold five-year Sharesave Options granted in 2021 and/or the three-year Sharesave Options granted in 2023 which ordinarily mature in December 2026, they may become exercisable in the ordinary course before the Court Sanction Date. Those Sharesave Options will be exercisable for six months after they vest in December 2026, and the period for exercise will not be extended by the Acquisition. You will be contacted separately about exercising these Sharesave Options in due course if that is relevant to you, and how any choices you may have made are affected.

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

The Cash Consideration is higher than the exercise price for your Sharesave Options. As a result, if you exercise your Sharesave Options and sell the resulting Rotork Shares to ABB as part of the Acquisition, you will make a profit.

Your Sharesave Options will at all times remain subject to the Sharesave rules.

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

The choices you have are explained below.

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 12 below.

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

You may apply in advance to exercise your Sharesave Options on the Court Sanction Date conditional on Court Sanction. If you do this:

- Your Sharesave Options will be exercised on the Court Sanction Date to the extent of your savings on the Court Sanction Date (including any bonus for which you are eligible).

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

- You will receive:

    - 503 pence in cash for each Rotork Share. This will be paid to you a few weeks after the Effective Date; and

    - a cash compensation payment (the "**Cash Compensation Payment**") which ABB has agreed to pay in recognition of the fact that your savings period will end early as a result of the Acquisition. The amount of the Cash Compensation Payment will be equal to the additional profit you would have received if you had continued making your monthly savings contributions until the end of your Savings Contract, exercised your Sharesave Options at maturity and sold the resulting Rotork Shares to ABB as part of the Acquisition. The Cash Compensation Payment will not include any amounts for Sharesave Options you have exercised and which ABB have purchased as part of the Acquisition. ABB will pay the Cash Compensation Payment and such additional amounts as are necessary to cover your income tax and employee's National Insurance contributions arising on the Cash Compensation Payment (i.e. the Cash Compensation Payment will be "grossed up").

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 your Sharesave Options after the Court Sanction Date

If the Acquisition goes ahead, you may exercise your Sharesave Options for up to six months from the Court Sanction Date, unless they lapse earlier in accordance with the Sharesave rules, to the extent of your savings at the date of exercise (including any bonus for which you are eligible).

If you exercise your Sharesave Options in this way, the Rotork Shares which you receive on the exercise of your Sharesave Options will be automatically bought by ABB and you will receive 503 pence per Rotork Share.

If you decide to exercise your Sharesave Options under Choice B, you may be able to receive more Rotork Shares as you will be able to make further monthly savings payments in the six-month period following the Court Sanction Date. <u>However, you will not be any better off (and may be worse off) because you would not receive the Cash Compensation Payment. You will also receive cash for your Rotork Shares later than if you select Choice A.</u>

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.

Choice B exercise instructions will be processed in fortnightly batches after the Court Sanction Date.

If you do not exercise your Sharesave Options before they lapse, you will not receive any value for them. If your Sharesave Options lapse before the Court Sanction Date, any Choice A election you have attempted to make will not have effect. If your Sharesave Options lapse, your accumulated savings will be returned to you, but you will not acquire any Rotork Shares in respect of those Sharesave Options and will therefore lose the opportunity to make a profit by exercising your Sharesave Options. You also will not receive the Cash Compensation Payment.

8. Can you continue to make monthly savings contributions?

If you choose Choice A, you can continue to make monthly savings contributions until the Court Sanction Date (or the end of your Savings Contract, if earlier) and your Sharesave Options will be exercisable on the Court Sanction Date, unless your Sharesave Options lapse earlier under the Sharesave rules. You will not make any further contributions after the Court Sanction Date. You will receive the Cash Compensation Payment instead.

If you choose Choice B, you can continue to make monthly savings contributions until six months after the Court Sanction Date (or the end of your Savings Contract, if earlier), unless your Sharesave Options lapse earlier under the Sharesave rules. Your Sharesave Options will become exercisable on the Court Sanction Date and will remain exercisable until six months after the Court Sanction Date, unless your

Sharesave Options lapse earlier under the Sharesave rules. You will not receive the Cash Compensation Payment if you choose Choice B.

Your Sharesave Options will only be exercisable to the extent of your savings on the date of exercise (including any bonus for which you are eligible). The residual amount of your savings after exercise (if any) will be returned to you, which is typically processed one day after exercise.

9. When will you receive the money?

If you select Choice A, you will receive the cash proceeds due to you from the sale of your Rotork Shares and the Cash Compensation Payment a few weeks 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 a few weeks after exercise. This will be later than if you had selected Choice A. Choice B exercise instructions will be processed in fortnightly batches after the Court Sanction Date.

If you do not make a choice and your Sharesave Options lapse, your accumulated savings will be returned to you. The funds are usually sent the day after the lapse is registered by Equiniti.

10. Will you receive the Rotork Permitted Dividend?

You will <u>not</u> receive the Rotork Permitted Dividend.

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

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

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

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

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

In the event that the recipient of this Letter has passed away, please ask the recipient's personal representatives to contact Equiniti as soon as possible. You can call 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.

13. What happens if your Sharesave Option matures before the Court Sanction Date?

If your Sharesave Option matures before the Court Sanction Date, your Sharesave Option will be exercisable for six months after maturity. This means the deadline for exercising your Sharesave Option will be earlier than explained in this Letter. You will not receive the Cash Compensation Payment as you will have had the opportunity to exercise your Sharesave Option in full. You will be able to exercise your matured Sharesave Option through the normal exercise process.

The Court Sanction Date is currently expected to take place in the first half of 2027. This means that the five-year Sharesave Options granted in 2021 and the three-year Sharesave Options granted in 2023 are expected to vest and become exercisable in the ordinary course before the Court Sanction Date, as the normal vesting date for these Sharesave Options is in December 2026. Those Sharesave Options will be exercisable for six months and the period for exercise will not be extended by the Acquisition. You will be contacted separately about exercising these Sharesave Options in due course if that is relevant to you, and how any choices you may have made are affected.

14. 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 Sharesave Options under Rotork's Share Dealing Code before you submit an instruction. Your instruction for Choice A or Choice B 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 Sharesave 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].

15. What are the tax implications for you?

The information in this section is intended as a general guide only to certain UK tax considerations based on current UK law and what is understood to be the current practice of HMRC as at the date of this Letter and does not constitute tax advice to you or any individual participant. Please remember that tax law can and often does change, and you should not necessarily assume the current tax position will continue.

As the tax rules for each country are different, the final amount of tax and social security contributions you will have to pay depends upon where you are resident for tax purposes. The information in this section applies only to participants resident for tax purposes in the UK and nowhere else throughout the time between the date that their Sharesave Options were granted and the time that they are exercised. We strongly recommend that, if you are unsure how your Sharesave Options will be taxed or if you are a resident or otherwise subject to tax in a jurisdiction outside the UK and in particular if your tax residency has changed during the period between grant and exercise, you seek advice from an independent tax adviser in your country of tax residence.

Please note that none of Rotork, ABB, Bidco, or Equiniti, nor any of their employees, can provide you with legal, personal tax or financial advice. If you are in any doubt as to the contents of this Letter or the effect that the Acquisition will have on your personal tax position, you are recommended to seek your own independent tax and/or financial advice immediately from an appropriately qualified tax adviser or a stockbroker, bank manager, solicitor, accountant, or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser, as applicable.

Income tax and employee's National Insurance contributions ("**NICs**")

No income tax or employee's NICs will be due on the exercise of your Sharesave Options, provided that they are exercised in accordance with the Sharesave rules.

If you select Choice A, income tax and employee's NICs will be due in respect of the Cash Compensation Payment. This will be deducted by Rotork and paid to HMRC, and you will receive the net payment through payroll. As explained above, the gross payment will be calculated such that the net payment will reflect the additional profit after tax that you would have received had you been able to participate in the Sharesave until the maturity date for your Savings Contract.

Capital gains tax ("**CGT**")

If you select Choice A or Choice B, the sale of your Rotork Shares will be treated for CGT purposes as a disposal. Your capital gain is the amount by which your sale proceeds exceed the total exercise price you paid to exercise your Sharesave Options. CGT is chargeable on your total capital gains (less allowable losses) in the relevant tax year. For the tax year ending 5 April 2027, the annual exemption is currently £3,000.

Any CGT on the sale of Rotork Shares is payable by you to HMRC under self-assessment. If your aggregate capital gains are likely to exceed your annual exemption, you are strongly recommended to seek your own independent tax advice, including as to whether you need to submit a self-assessment tax return, whether you should make a share pooling election and whether you should transfer your Rotork Shares to your spouse or civil partner.

16. What if you have any questions?

If you have any questions about your Sharesave Options or what your choices are, please contact [redacted]. If you have questions about the Acquisition or how to exercise your Sharesave 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 Sharesave 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.

17. 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 Sharesave Options on the Court Sanction Date conditional on Court Sanction (i.e. Choice A referred to in section 7 above) and receive the Cash Consideration and the Cash Compensation Payment.

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 select Choice A. You should consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising your Sharesave Options.

18. 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 Sharesave rules, or any relevant legislation, then the Sharesave 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

"**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;

"**Bonus Date**" means the date on which the bonus (if any) is payable under a Savings Contract linked to a Sharesave Option;

"**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 Compensation Payment**" has the meaning given in section 7;

"**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;

"**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;

"**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;

"**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 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;

"**Savings Contract**" means a savings contract under a certified save-as-you-earn (SAYE) savings arrangement within the meaning of section 703(1) of the Income Tax (Trading and Other Income) Act 2005 that has been approved by HMRC for the purposes of Schedule 3 and is linked to a Schedule 3 SAYE Option Scheme linked to the Sharesave;

"**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);

"**Sharesave**" means Rotork's Sharesave Scheme as approved by Rotork Shareholders on 21 May 2004 and by HMRC on 10 August 2004, further approved by Rotork Shareholders on 28 April 2013, amended as approved by the remuneration committee of Rotork on 28 February 2007, 24 June 2011 and 5 August 2014 and amended as approved by the Rotork Directors on 24 February 2023 and Rotork Shareholders on 28 April 2023, as further amended from time to time;

"**Sharesave Option**" means any outstanding unvested option granted under the Sharesave;

"**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;

"**SIP**" means Rotork's Share Incentive Plan as adopted pursuant to a resolution dated 23 May 2002 and as amended pursuant to resolutions dated 20 April 2012, 29 April 2022 and 9 October 2025, as further amended from time to time;

"**SIP Shares**" means Rotork Shares held on a participant's behalf under the SIP;

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