DEED OF IRREVOCABLE UNDERTAKING
(Director Shareholders)

To: ABB Ltd ("**ABB**")

Affolternstrasse 44,
8050 Zurich,
Switzerland

ABB Automation Holding UK Limited ("**Bidco**")

Daresbury Park, Daresbury,
Warrington, Cheshire,
United Kingdom,
WA4 4BT

16 July 2026

Offer for Rotork plc (the "Company")

I, the undersigned, understand that the Offeror is considering the Acquisition substantially on the terms and conditions set out in a draft of the announcement, a copy of which is annexed hereto (the "**Announcement**"), and/or on such other terms and conditions as may be required by the City Code on Takeovers and Mergers (the "**Code**"), the Panel on Takeovers and Mergers (the "**Panel**") and/or the requirements of the Financial Conduct Authority (in exercising its primary markets function) or the London Stock Exchange plc.

All references in this undertaking to the "**Acquisition**" shall:

(i) mean the proposed acquisition by or on behalf of the Offeror of the entire issued and to be issued ordinary share capital of the Company on the terms and conditions set out in the Announcement, which acquisition may be by way of a scheme of arrangement (under Part 26 of the Companies Act 2006) (referred to in this undertaking as the "**Scheme**") or, subject to the Code and the terms of the Co-operation Agreement (as defined below), a takeover offer (within the meaning of section 974 of the Companies Act 2006) (referred to in this undertaking as the "**Offer**"); and

(ii) include (and any reference to the Scheme or the Offer shall include) any revision or variation in the terms of any acquisition as referred to in paragraph (i) above which, taking into account the consideration and any dividend, distribution or other return of capital which is the Permitted Dividend (as defined in the Announcement) declared, made or paid or becomes payable in respect of the Shares (as defined below) other than, or in excess of, the Permitted Dividend, represents no diminution in the value of the Scheme or the Offer (as the case may be).

All references in this undertaking to the "**Offeror**" shall mean ABB, through its indirect wholly-owned subsidiary Bidco.

1. Warranties and undertakings

1.1 I irrevocably undertake, represent and warrant to the Offeror that:

(i) I am the beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of), and/or am the registered holder of, the number of ordinary shares of 0.5p (half a penny) each in the capital of the Company set out in the first column of the table in Part 1 of Schedule 1 (the "**Shares**", which expression shall include any other ordinary shares in the Company issued or transferred to me or my nominee after the date hereof and attributable to or derived from such shares);

(ii) I am also the holder of the number of options and awards over, and have interests (if any) in, ordinary shares of the Company, under the Rotork Share Plans as specified in the second column of the table in Part 2 of Schedule 1 (together with any dividend equivalents thereon, which will be added at vesting and are not included in the figures in Part 2 of Schedule 1) ("**Awards**");

(iii) other than those of which details are set out in the tables in Schedule 1, I am not interested in (or otherwise able to control the exercise of any rights attaching to) any ordinary shares, preference shares or other securities of the Company, nor do I have any rights to subscribe, purchase or otherwise acquire any ordinary shares, preference shares or other securities of the Company (other than under the Company's share incentive plan as adopted pursuant to a resolution dated 23 May 2002 and as amended from time to time (the "**Share Incentive Plan**")) or any short positions (within the meaning set out in the Code) in any securities of the Company;

(iv) I am able to transfer, or procure the transfer of, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third party rights and interests of any nature (other than in respect of any Shares subject to a holding period or other restrictions under the terms of the Company's shareholding guidelines and/or the terms of the Rotork Share Plans);

(v) subject to paragraph 1.2, I shall not (or, in relation to any Shares of which I am not the registered holder, I shall procure that the registered holder of the relevant Shares shall not) prior to the earlier of the Acquisition becoming effective (or, if applicable, closing) or this undertaking lapsing:

(a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of such Shares or interest in such Shares other than pursuant to the Acquisition, or accept any other offer in respect of all or any of such Shares, in each case, whether conditionally or unconditionally; or

(b) (other than pursuant to the Acquisition) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:

(I) to do all or any of the acts referred to in paragraph 1.1(v)(a) above; or

(II) which would reasonably be expected to preclude or impede me from complying with my obligations under paragraphs 2 or 3,

provided that references in this paragraph 1.1(v) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Acquisition becoming effective (or, if applicable, closing), being withdrawn or lapsing or upon or following this undertaking ceasing to be binding or upon or following any other event;

(vi) prior to the earlier of the Acquisition becoming effective (or, if applicable, closing) or this undertaking lapsing, I shall not in my capacity as a shareholder of the Company, without the consent of the Offeror, requisition, or join in requisitioning, any general or class meeting of the Company for the purposes of voting on any resolution referred to in paragraph 2(i)(c) or 2(i)(d) below;

(vii) prior to the earlier of the Acquisition becoming effective (or, if applicable, closing) or this undertaking lapsing, I will not, subject to paragraph 1.2, acquire any ordinary shares, preference shares or other securities in the Company (or any interests therein) and, if any such ordinary shares or interests in ordinary shares are acquired by me, such ordinary shares or interests in ordinary shares (as the case may be) shall be deemed to be included in the expression "**Shares**" for the purposes of this undertaking and I shall notify the Offeror as soon as reasonably practicable of any such acquisition and of any other dealing, disposal or change in the number of Shares; and

(viii) I have full power and authority to enter into and perform my obligations under this undertaking in accordance with its terms.

1.2 The obligations in paragraphs 1.1(v) and 1.1(vii) above shall not restrict me from:

(i) acquiring any (x) options or awards under the Rotork Share Plans (including for the avoidance of doubt by way of dividend equivalents thereon); or (y) further ordinary shares under the Company's Share Incentive Plan and/or Dividend Reinvestment Plan, provided that any such options or awards shall be deemed to be included in the expression "**Awards**" and any such ordinary shares shall be deemed to be included in the expression "**Shares**" for the purposes of this undertaking;

(ii) exercising any Awards or acquiring further ordinary shares on the vesting of any Awards (including for the avoidance of doubt by way of dividend equivalents thereon), provided that any such ordinary shares shall be deemed to be included in the expression "**Shares**" for the purposes of this undertaking;

(iii) selling, transferring or otherwise disposing of Shares (or any interest therein) where such action is:

(a) required as part of my bona fide tax planning, provided always that prior to or at the same time as any such sale or transfer the intended transferee or beneficiary enters into an undertaking in favour of the Offeror on terms no less favourable to the Offeror than those set out herein; and/or

(b) undertaken as may be required to satisfy my liability for any income tax, employee National Insurance contributions, other employee social security contributions and any associated dealing costs or fees, in each case arising as a result of or otherwise in respect of the grant, vesting or exercise of any Awards; or

(iv) transferring some or all of my Shares acquired under any of the Rotork Share Plans to a nominee, trust or similar arrangement in connection with the ordinary course of operation of the share plan, provided that I remain the beneficial owner of such Shares and that I am able to procure the voting of such Shares.

1.3 I shall notify the Offeror as soon as reasonably practicable of any acquisition, disposal or change in the number of Shares (or Awards, if not otherwise notified by means of a disclosure through a Regulatory Information Service) set out in Schedule 1.

2. Scheme

I irrevocably and unconditionally undertake, if the Acquisition is implemented by way of the Scheme, to the Offeror that:

(i) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any general meeting of the Company or any meeting of holders of any class of shares in the Company (including, in each case, any adjournment thereof) ("**General Meeting**") or at any meeting of holders of ordinary shares in the Company convened by a Court (including, in each case, any adjournment thereof) ("**Court Meeting**") which:

(a) is necessary to implement the Acquisition;

(b) would reasonably be expected to have any adverse impact on the fulfilment of any condition to the Acquisition;

(c) which relates to a proposed adjournment of the General Meeting or the Court Meeting in connection with the Acquisition, or relates to the proposed amendment of the terms of the resolutions to be proposed at the General

Meeting or the Court Meeting in connection with the Acquisition that would reasonably be expected to frustrate, impede or delay the implementation of the Acquisition; or

(d) otherwise would reasonably be expected to compete with, impede, delay or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement relating to the acquisition of any ordinary shares in the Company by a third party),

only in accordance with the Offeror's instructions and I shall not exercise, or permit the exercise, of any voting rights attaching to the Shares other than in accordance with this undertaking;

(ii) I shall exercise, or, where applicable, procure the exercise of, all rights attaching to the Shares to requisition or join in the requisitioning of any general meeting of the Company or any meeting of holders of any class of shares in the Company for the purposes of voting on any resolution referred to under paragraph 2(i) above, or to require the Company to give notice of any such meeting, only in accordance with the Offeror's instructions;

(iii) for the purpose of voting on any resolution referred to under paragraph 2(i) above, I will, in respect of the General Meeting and the Court Meeting convened by the notices included in the Scheme Document or otherwise if required by the Offeror (such requirement having been notified to me at least three (3) business days prior to the relevant cut-off time), execute any form of proxy or make such other voting instruction or appointment required by the Offeror to appoint:

(a) any person nominated by the Offeror; or

(b) in the absence of such nomination, the chair of the relevant meeting,

to attend and vote at the relevant meetings on my behalf, and I shall deliver (or, if applicable, procure the delivery of) the relevant form of proxy, voting instruction or appointment (as applicable) as soon as possible and in any event, before the cut-off time for the filing of proxy instructions in connection with the relevant vote;

(iv) without prejudice to paragraph 2(iii) above, and in the absence of any such requirement by the Offeror, I will after the publication of the circular to be sent to shareholders of the Company containing an explanatory statement in respect of the Scheme (the "**Scheme Document**") (and without prejudice to any right I have to attend and vote in person at the Court Meeting and the General Meeting to implement the Acquisition):

(a) return, or procure the return of, if applicable, the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the resolutions to implement the Acquisition) in accordance with the instructions printed on those forms of proxy; and

(b) if applicable, in respect of any Shares held in uncertificated form, take or procure the taking of any action (including instructing relevant intermediaries or brokers in respect of Shares held on an intermediated platform) which may be required by the Company or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the resolutions to implement the Acquisition),

in each case, within ten (10) business days after the posting of the Scheme Document (or, if later, within three (3) business days of becoming the registered holder of any Shares) and in any event before the relevant cut-off time for the submission of forms of proxy or proxy appointments (as applicable) with the intention that the Shares which are the subject of the voting instructions can validly count in such vote at the Court Meeting and the General Meeting; and

(v) except in accordance with the Offeror's instructions, I shall not, either in writing or by attendance at any General Meeting or Court Meeting or otherwise, amend, revoke or withdraw any such proxy or instruction once it has been returned or given in accordance with paragraphs 2(iii) or 2(iv) above.

3. Offer

I acknowledge that the Offeror has the right, with the consent of the Panel, and subject to and in accordance with the terms of the co-operation agreement to be entered into between the Offeror and the Company in connection with the Acquisition (the "**Co-operation Agreement**"), to implement the Acquisition by way of an Offer. Accordingly, I irrevocably undertake, represent and warrant to the Offeror that, if the Acquisition is implemented by way of the Offer in accordance with the Code and the terms of the Co-operation Agreement, my obligations under this undertaking (including for the avoidance of doubt the limitations on such obligations under paragraph 1.2) shall apply *mutatis mutandis* and, in particular, that:

(i) upon the Offer being made, I will be able to accept or, where applicable, procure the acceptance of the Offer in respect of the Shares and to transfer the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends (other than the Rotork Permitted Dividend (as defined in the Announcement)) and other distributions (if any) hereafter declared, made or paid and subject to the matters referred to in the Announcement;

(ii) I will, within ten (10) business days after the publication of the formal document containing the Offer (the "**Offer Document**") (or, in respect of any Shares allotted to or acquired by me after the posting of the Offer Document, within five business (5) days of such allotment or acquisition) duly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward the relevant share certificate(s) to the Offeror or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action (or give instructions for the relevant intermediary or broker to take any action) which may reasonably be required by the Offeror or its nominated representative to facilitate the valid acceptance of the Offer in respect of the Shares;

(iii) notwithstanding any terms of the Offer Document which confer rights of withdrawal on accepting shareholders, I will not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised; and

(iv) the Shares shall be acquired by the Offeror free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends (other than the Rotork Permitted Dividend (as defined in the Announcement)) and other distributions (if any) declared, made or paid and subject to the matters referred to in the Announcement.

4. Disclosure

I acknowledge and consent to:

(i) the inclusion of references to me, the registered holder(s) of any of the Shares in which I have (or will have as the case may be) a beneficial interest, any "interests in relevant securities" (as defined in the Code) of the Company I have and this undertaking being set out in the Announcement (substantially in the terms set out in the Announcement), the Scheme Document and the Offer Document (if applicable) and any other announcement made, or document issued, by or on behalf of the Offeror or the Company in connection with the Acquisition, in each case to the extent required by the Code and/or any other applicable law or regulation;

(ii) this undertaking being published on a website as required by Rule 26 of the Code during the offer period (as defined in the Code) and particulars of it being contained in the Scheme Document or the Offer Document (as the case may be); and

(iii) this undertaking being disclosed to the Panel.

5. Termination of undertaking

5.1 This undertaking shall not oblige the Offeror to announce or proceed with the Acquisition.

5.2 This undertaking will lapse and shall cease to have any effect:

(a) if the Offeror has not announced a firm intention to proceed with the Acquisition by 8.00 a.m. (London time) on 16 July 2026 (or such later date as the Company and the Offeror may agree in writing), on the terms and conditions set out in the

Announcement and/or as may be agreed between the Offeror and the Company;

(b) if neither the Scheme nor Offer has, in accordance with the requirements of the Code, become effective or become or been declared unconditional prior to the Long Stop Date (as defined in the Announcement);

(c) if the Scheme or Offer is withdrawn or lapses and no new, revised or replacement Scheme or Offer which represents no diminution in value of the Scheme or Offer (as applicable) has been announced by the Offeror (or a person acting in concert with it), in accordance with Rule 2.7 of the Code and the Co-operation Agreement, within five (5) Business Days of such withdrawal or lapse; or

(d) if any offer (whether made by way of an offer or scheme of arrangement) made by a third party for the entire issued ordinary share capital of the Company becomes or is declared wholly unconditional if implemented by way of a takeover offer or, if proceeding by way of a scheme of arrangement, becomes effective.

6. Miscellaneous

6.1 Any undertaking by me to procure that any action is taken, or not taken, in relation to Shares in respect of which I am not the registered holder shall be interpreted as an obligation to take all reasonable steps that are within my power or control to cause the registered holder to take, or not take, that action in relation to the relevant Shares.

6.2 I acknowledge that damages alone may not be an adequate remedy for any breach of this undertaking and that an order for specific performance, injunctive relief or other equitable relief shall be the only adequate remedy for any such breach.

6.3 Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

6.4 In this undertaking the term "**Rotork Share Plans**" means the Rotork Deferred Annual Bonus Plan, the Rotork Long Term Incentive Plan, the Rotork Sharesave Scheme and the Rotork Share Incentive Plan.

6.5 The parties to this undertaking do not intend that any term of this undertaking should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this undertaking.

6.6 No amendment or variation will be made to this undertaking unless signed in writing by the Offeror and me.

6.7 This undertaking shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

I intend this document to be a deed and execute and deliver it as a deed.

Executed as a deed by -

[redacted]

Kiet Huynh

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

[redacted]

SCHEDULE 1

Part 1 – Registered and beneficial holdings of Shares

Number of Shares	*Registered owner	*Beneficial owner
1,323	Kiet Huynh	Kiet Huynh
[8,076][1]	Equiniti Share Plan Trustees Limited	Kiet Huynh

** Where more than one, indicate number of shares attributable to each*

Part 2 – Awards

Share plan	*No. Shares under Award*[2]	*Date of grant*	*Normal vesting date*	*End of exercise period if applicable*	*Exercise price if applicable*
LTIP	6,473	24/03/2021	Vested	March 2031	
LTIP	200,611	24/03/2022	Vested	March 2032	
LTIP	313,319	24/03/2023	Vested	March 2033	
LTIP	377,464	21/03/2024	March 2027	March 2034	
LTIP	427,538	31/03/2025	March 2028	March 2035	

[1] Subject to change depending on date of execution due to monthly SIP purchases.

[2] The Award may be increased to reflect dividend equivalents in accordance with the terms of the relevant Rotork Share Plan and the relevant grant. Dividend equivalent shares are calculated at the time of vesting and are included in this table for vested Awards. They are not included in this table for Awards that have not yet vested.

LTIP	761,064	14/05/2026	May 2029	May 2036	
DABP	104,067	11/03/2024	March 2027		
DABP	87,283	31/03/2025	March 2028		
DABP	81,223	25/03/2026	March 2029		
Sharesave Plan	6,693	24/09/2025	December 2028		273p