



SENSATA TECHNOLOGIES HOLDING PLC

2024 Notice of Annual Meeting of Shareholders & Proxy Statement

Tuesday, June 11, 2024
10:00 a.m. Eastern Daylight Time



(incorporated and registered in England and Wales with registered no. 10900776)

Registered Office:
Interface House, Interface Business Park
Bincknoll Lane
Royal Wootton Bassett
Swindon SN4 8SY
United Kingdom

April 29, 2024

Dear Fellow Shareholders:

On behalf of the Board of Directors (the "Board"), I am giving you notice of the Annual General Meeting of Shareholders of Sensata Technologies Holding plc to be held at 10:00 a.m. Eastern Daylight Time on Tuesday, June 11, 2024 (the "Annual Meeting").

Our Board has fixed the close of business on April 22, 2024 as the record date for the determination of shareholders entitled to notice of and to vote at our Annual Meeting and any adjournments or postponements thereof.

The Board recognizes the importance that your shares be represented and voted at the Annual Meeting. You may vote your shares by proxy on the Internet, by telephone, or by completing, signing, and promptly returning a proxy card (if you received one).

In accordance with the U.K. Companies Act 2006, the formal notice of the Annual Meeting is set forth below in the following proxy statement and is also deemed to include the explanatory notes relating to each proposal. Our proxy materials are first being distributed or made available to shareholders on or around April 29, 2024.

We thank you for your continued support.

By Order of the Board of Directors,

A handwritten signature in black ink, appearing to read "Andrew C. Teich".

Andrew C. Teich
Chairman of the Board

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

Sensata Technologies Holding plc

NOTICE OF THE 2024 ANNUAL MEETING

WHEN: Tuesday, June 11, 2024
10:00 a.m. Eastern Daylight Time

WHERE: 529 Pleasant Street, Attleboro, MA 02703 (principle executive office)

In person check-in will begin at 9:30 a.m. Eastern Daylight Time and you should allow ample time for check-in procedures.

RECORD DATE: April 22, 2024

Items of Business:

Our proxy materials are first being distributed or made available to shareholders on or around April 29, 2024. At the Annual Meeting, you will be asked to consider and vote on the resolutions set forth under Proposals 1 to 12 in the "Proposals to be Voted Upon" section below as well as such other business as may properly come before the Annual Meeting or any adjournment or postponement thereof. Explanations of the proposed resolutions together with the relevant information for each resolution are given on pages 1 to 82 and Appendixes A, B, C, D, E and F of this proxy statement. For the purposes of English law, the full text of each resolution is set out in the "Shareholder Resolutions for 2024 Annual General Meeting" section on page 75 of this proxy statement.

The Company's UK annual reports and accounts for the year ended December 31, 2023, which consist of the UK statutory accounts, the UK statutory directors' report, the UK statutory directors' compensation report, the UK statutory directors' compensation policy, the UK statutory strategic report and the UK statutory auditor's report (the "UK Annual Report and Accounts"), has been made available to shareholders. There will be an opportunity at the Annual Meeting for shareholders to ask questions or make comments on the UK Annual Report and Accounts and the other proxy materials.

For additional information about our Annual Meeting, shareholders' rights, proxy voting and access to proxy materials, see the "Questions & Answers About the Annual Meeting" section on page 78 of this proxy statement.

Whether or not you plan to attend the Annual Meeting, it is important that your shares be represented and voted at the meeting. You may vote your shares by proxy on the Internet, by telephone or by completing, signing and promptly returning a proxy card (if you received one) by mail prior to the meeting or by attending the Annual Meeting and voting in person.

Proposals to be Voted Upon¹

The Board considers that all the proposals to be put to the Annual Meeting are in the best interest of the Company and its shareholders as a whole.

Proposal	Board Recommendation
Proposal No. 1 Election of Directors ²	☑ FOR each nominee
Proposal No. 2 Non-Binding, Advisory Vote on Executive Compensation	☑ FOR
Proposal No. 3 Ratification of Independent Registered Public Accounting Firm	☑ FOR
Proposal No. 4 Non-Binding, Advisory Vote on Directors' Compensation Report	☑ FOR
Proposal No. 5 Appointment of UK Statutory Auditor	☑ FOR
Proposal No. 6 Authorization of the Audit Committee to Determine U.K. Statutory Auditor Compensation	☑ FOR
Proposal No. 7 Approval of Receipt of 2023 Annual Report and Accounts	☑ FOR
Proposal No. 8 Approval of Forms of Share Repurchase Contracts and Share Repurchase Counterparties	☑ FOR
Proposal No. 9 Authorization of the Board to Issue Equity Securities	☑ FOR
Proposal No. 10 Authorization of the Board to Issue Equity Securities without Rights of Pre-emption	☑ FOR
Proposal No. 11 Authorization of the Board to Issue Equity Securities Under Equity Incentive Plans	☑ FOR
Proposal No. 12 Authorization of the Board to Issue Equity Securities Under Equity Incentive Plans without Rights of Pre-emption	☑ FOR

¹ Resolution Nos. 1-7, 9 and 11 will be proposed as ordinary resolutions and resolutions No. 8, 10 and 12 will be proposed as special resolutions.

² A separate resolution will be proposed for each director.

Notes:

1. Each ordinary share of the Company outstanding on the record date will be entitled to cast one vote. In accordance with the Company's Articles of Association, all resolutions will be taken on a poll. Voting on a poll means that each share represented in person or by proxy will be counted in the vote. Resolutions No. 1-7, 9 and 11 will be proposed as ordinary resolutions, which under applicable law means that each resolution must be passed by a simple majority of the total voting rights of shareholders who vote on such resolution, whether in person or by proxy. Resolutions Nos. 8, 10 and 12 will be proposed as special resolutions, which under applicable law means that the affirmative vote of at least 75 percent of the votes cast at the Annual Meeting is required to approve each proposal. Explanatory notes regarding each of the proposals (and related resolutions) are set out in the relevant sections of the accompanying proxy materials relating to such proposals.
2. The results of the polls taken on the resolutions at the Annual Meeting and any other information required by the U.K. Companies Act will be made available on the Company's website as soon as reasonably practicable following the Annual Meeting and for a period of two years thereafter.
3. Our Board has fixed the close of business on Monday, April 22, 2024, as the record date of the Annual Meeting, and to be entitled to attend and vote on the resolutions proposed for the Annual Meeting and any adjournment or postponement thereof, shareholders must be registered in the Register of Members of the Company at the close of business in New York on this record date. Changes to the Register of Members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote on the resolutions proposed for the meeting. At the close of business on Monday, April 22, 2024, 150,738,907 ordinary shares of the Company were issued and outstanding. After April 22, 2024, a list of the shareholders entitled to notice of the Annual Meeting will be available for inspection by any shareholder at 529 Pleasant Street, Attleboro, Massachusetts 02703. Should you require the list of shareholders entitled to notice of the Annual Meeting, please email companysecretary@sensata.com.
4. If you are a broker, bank, or other nominee holding shares in street name, you can attend the Annual Meeting and vote. If you are a beneficial owner of shares held in street name through a broker, bank, or other nominee, you can attend the Annual Meeting.
5. Shareholders are entitled to appoint a proxy to exercise all or any of their rights to attend and to speak and vote on their behalf at the Annual Meeting. A shareholder may appoint more than one proxy in relation to the Annual Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder. A corporate shareholder may appoint one or more corporate representatives to attend and to speak and vote on their behalf at the Annual Meeting. A proxy need not be a shareholder of the Company.
6. If you are voting your proxy through the Internet, by phone or by mail with a proxy card (if you received one), your voting instructions must be received by 11:59 p.m. Eastern Time on June 10, 2024.
7. You may revoke a previously delivered proxy at any time prior to the Annual Meeting.
8. Shareholders meeting the threshold requirements set out in the U.K. Companies Act have the right to require the Company to publish on the Company's website a statement setting out any matter relating to: (i) the audit of the Company's accounts (including the auditor's report and the conduct of the audit) that are to be presented before the Annual Meeting; or (ii) any circumstance connected with the auditor of the Company ceasing to hold office since the previous annual general meeting at which annual accounts and reports were presented in accordance with the U.K. Companies Act. The Company may not require the shareholders requesting any such website publication to pay its expenses in complying with the U.K. Companies Act. When the Company is required to place a statement on a website under the U.K. Companies Act, it must forward the statement to the Company's auditor not later than the time when it makes the statement available on its website. The business which may be dealt with at the Annual Meeting includes any statement that the Company has been required under the U.K. Companies Act to publish on a website.
9. Pursuant to U.S. Securities and Exchange Commission (the "SEC") rules, the Company's proxy statement (including this Notice of Annual General Meeting of Shareholders), the Company's U.S. Annual Report for the year ended December 31, 2023 (including the Annual Report on Form 10-K for the year ended December 31, 2023), and related information prepared in connection with the Annual Meeting are available at: www.proxyvote.com and investors.sensata.com. You will need the 16-digit control number included on your proxy card in order to access the proxy materials on www.proxyvote.com. These proxy materials will be available free of charge.
10. You may not use any electronic address provided in this Notice of Annual General Meeting of Shareholders or any related documentation to communicate with the Company for any purposes other than as expressly stated.

Proxy Voting Methods

Shareholders holding shares of Sensata on the Record Date may vote their shares by proxy through the Internet, by telephone, by mail with a proxy card (if you received one) or by attending the Annual Meeting in person and voting during the meeting. For shares held through a bank, broker or other nominee, shareholders may vote by submitting voting instructions to the bank, broker or other nominee. To reduce our administrative and postage costs, we ask that shareholders vote through the Internet or by telephone, both of which are available 24 hours a day, seven days a week. Shareholders may revoke their proxies at the times and in the manners described in the “Notes” section of this Notice of Annual General Meeting of Shareholders and the “Questions & Answers About the Annual Meeting” section on page 78 of this proxy statement.

If you are voting your proxy through the Internet, by phone or by mail with a proxy card (if you received one), your voting instructions must be received by 11:59 p.m. Eastern Time on June 10, 2024.

TO VOTE BY PROXY:

 BY INTERNET

Go to the website www.proxyvote.com 24 hours a day, seven days a week (before the meeting) and follow the instructions.

You will need the 16-digit control number included on your Notice or proxy card in order to vote online.

 BY TELEPHONE

From a touch-tone phone, dial 1-800-690-6903 and follow the recorded instructions, 24 hours a day, seven days a week.

You will need the 16-digit control number included on your Notice or proxy card in order to vote by telephone.

 BY MAIL

Mark your selections on your proxy card (if you received one).

Date and sign your name exactly as it appears on your proxy card.

Mail the proxy card in the postage-paid envelope that is provided to you.

YOUR VOTE IS IMPORTANT. THANK YOU FOR VOTING.

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE 2024 ANNUAL MEETING

This proxy statement, our Annual Report for the year ended December 31, 2023 (the Annual Report on Form 10-K for the year ended December 31, 2023), our UK Annual Report and Accounts for the year ended December 31, 2023, which consists of the UK statutory accounts, the UK statutory directors' report, the UK statutory directors' compensation report, the UK statutory strategic report, and the UK statutory auditor's report and related information prepared in connection with the Annual Meeting are or will be available at www.proxyvote.com and <http://annualmeeting.sensata.com>. You will need the 16-digit control number included on your Notice or proxy card in order to access the proxy materials on www.proxyvote.com. In addition, if you have not received a copy of our proxy materials and would like one, you may download an electronic copy of our proxy materials or request a paper copy either at www.proxyvote.com, by telephone at 1-800-579-1639, or by email to sendmaterial@proxyvote.com. If requesting materials by email, please send a blank email with the 16-digit control number included on your Notice. You will also have the opportunity to request paper or email copies of our proxy materials for all future shareholder meetings.

April 29, 2024

By Order of the Board of Directors,

A handwritten signature in black ink, appearing to read 'D Stott', followed by a long horizontal line extending to the right.

David Stott

Company Secretary

Registered Office: Interface House, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire, UK SN4 8SY

Registered in England and Wales No. 10900776

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This Proxy Statement includes “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be identified by terminology such as “may”, “will”, “could”, “should”, “expect”, “anticipate”, “believe”, “estimate”, “predict”, “project”, “forecast”, “continue”, “intend”, “plan”, “potential”, “opportunity”, “guidance”, and similar terms or phrases. Forward-looking statements involve, among other things, expectations, projections, and assumptions about future financial and operating results, objectives, business and market outlook, megatrends, priorities, growth, shareholder value, capital expenditures, cash flows, demand for products and services, share repurchases, and Sensata's strategic initiatives, including those relating to acquisitions and dispositions and the impact of such transactions on our strategic and operational plans and financial results. These statements are subject to risks, uncertainties, and other important factors relating to our operations and business environment, and we can give no assurances these forward-looking statements will prove to be correct.

Investors and others should carefully consider the foregoing factors and other uncertainties, risks and potential events including, but not limited to, those described in “Item 1A - Risk Factors” in our most recent Annual Report on Form 10-K and as may be updated from time to time in Item 1A in our quarterly reports on Form 10-Q or other subsequent filings with the SEC. All such forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update these statements other than as required by law.

PROXY SUMMARY

The Board of Directors of Sensata Technologies Holding plc is soliciting proxies for use at the Company's Annual General Meeting of Shareholders to be held on June 11, 2024.

The following summary highlights certain information contained in this proxy statement. This summary does not contain all of the information that you should consider when casting your vote. Please review the entire proxy statement carefully before voting. For more information on the Company's 2023 performance, please review the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

Corporate Governance Highlights

Director Independence

- 9 of 10 director nominees are independent
- 4 of 5 Board committees are fully independent

Board Leadership

- Independent Chairperson
- Lead Independent Director to be elected if Chairperson is also the CEO or is a director who does not otherwise qualify as "independent"

Board Refreshment

- Ongoing Board succession planning
- Annual review of director and committee Chair tenure
- Average tenure of independent director nominees is 5.8 years
- 6 new independent directors since 2019

Board Accountability

- All directors are elected annually
- Annual Board and Committee self-assessments
- Annual Director to Director peer assessments
- Simple majority vote standard for uncontested director elections

Board Oversight

- Ongoing focus on strategic matters, including through standalone strategy sessions
- Robust oversight of risk management
- Active engagement in human capital management and CEO succession planning
- Regular executive sessions without management

Director Access

- Directors may contact any employee directly and receive access to any aspect of the business
- Directors regularly meet with the leadership team
- Board and Committees may engage independent advisors at their sole discretion

Director Engagement

- Board held 5 meetings in 2023 with all directors attending 100% of Board meetings
- Committees held 26 meetings in 2023 with all directors attending greater than 89% of applicable meetings
- Restriction on the number of other board seats

Director Share Ownership

- Five times their annual cash retainer in share value (with a transition period for new directors)
- Requirement to retain 50% net after-tax shares upon vesting/exercise until ownership guidelines are met
- Directors may not hedge or pledge their common stock

Summary of Director Nominees

Name	Age	Self-Disclosed Diversity Status	Director Since	Committee Membership					Other Boards ⁽¹⁾
				Audit	Compensation	Finance	Growth & Innovation	Nominating & Corporate Governance	
Andrew C. Teich*	63		2014			●	●	C	1
John P. Absmeier*	49	Veteran	2019	●			●		0
Daniel L. Black*	63	African American	2021	●	●	●			0
Lorraine A. Bolsinger*	64	Female	2020		C	●		●	0
John Mirshekari*	43		2024			●	●		0
Constance E. Skidmore*	72	Female	2017	C	●			●	1
Steven A. Sonnenberg*	71		2020	●			●		2
Martha N. Sullivan	67	Female	2013				C		1
Jugal Vijayvargiya*	56	Asian	2023		●			●	0
Stephen M. Zide*	64		2010			C			0

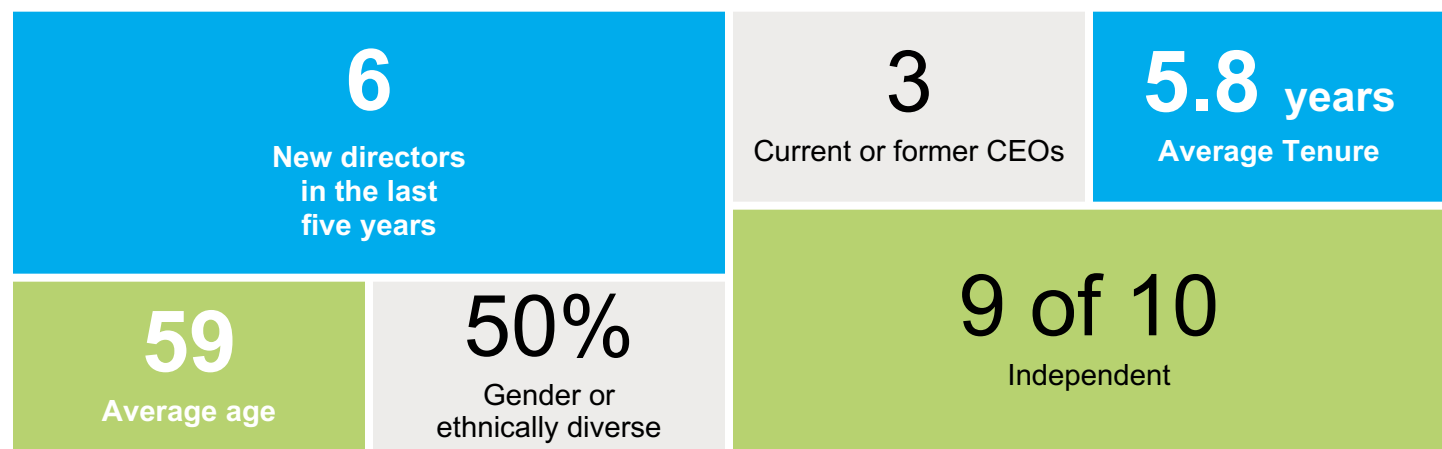
* Independent Director

C Committee Chair

● Committee Member

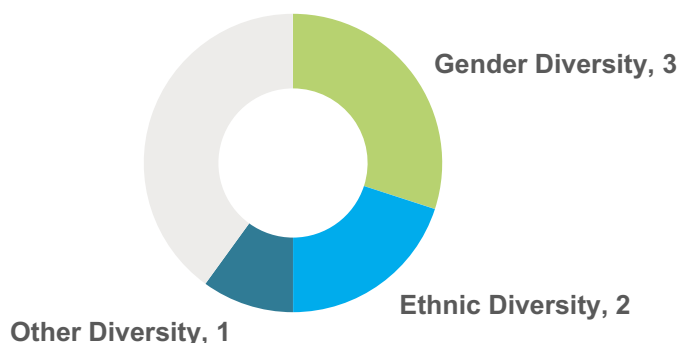
⁽¹⁾ Number of other public company boards of which the director is currently a member.

Following the re-election of the Board nominees at our Annual Meeting, the Board will have the following characteristics:



Board Diversity

The Board nominees are ten talented directors with diverse skill sets and professional backgrounds, as reflected in their biographies in the section of this proxy statement titled "*Director Nominees*" starting on page 9. Of our ten nominees, three are women, one is African American, one is Asian, and one is a Veteran.



Director Nominees' Skills and Expertise

Our director nominees possess a balance of distinguished leadership, diverse perspectives, strategic skill sets, backgrounds and professional experience relevant to our business and strategic objectives.

	Absmeier	Black	Bolsinger	Mirshakari	Skidmore	Sonnenberg	Sullivan	Teich	Vijayvargiya	Zide
Knowledge, Skills and Experience										
Financial Expertise Knowledge of financial accounting, reporting, and internal controls, and qualifies as an Audit Committee "financial expert"		•		•	•	•	•	•		•
Senior Executive Leadership Experience as a senior level leader, ability to develop leadership potential in others and implement transformational change	•		•			•	•	•	•	
International Business Familiarity with the trade of goods, services, technology and capital across national borders and on a global scale	•		•	•		•	•	•	•	•
ESG Experience in environmental, social, and governance (ESG) matters and management of ESG risks and opportunities		•	•	•	•	•	•	•		•
Industry, Technology & Product Knowledge Understanding of markets and industries we serve, including our products, technologies, customers, competitors and trends	•		•	•		•	•	•	•	•
Risk Management Experience with the identification, evaluation, and prioritization of risks and strategies to minimize, monitor, and control risk impact		•	•			•	•			
Mergers & Acquisitions Familiarity with driving business transformation through M&A, strategic alliances, investments, and partnerships	•	•	•	•	•	•	•	•	•	•
Business Strategy Ability to plan, take action and set goals to optimally deliver, launch, market and distribute existing and new business	•	•	•	•	•	•	•	•	•	•
Human Capital Management Experience in organizational management and strategy to improve business value through strategic workforce planning			•			•	•	•	•	
Manufacturing / Operations Knowledge of manufacturing of goods and the administration of business operation practices to create efficiency	•		•	•		•	•	•	•	
Capital Markets / Corporate Finance Experience in capital structuring, investment decisions, cash flow, accounting, financial statements and taxation		•	•	•		•	•	•	•	•

Business Summary

We are a global industrial technology company that strives to create a safer, cleaner, and more efficient, electrified, and connected world. For more than 100 years, we have been providing a wide range of customized solutions that address increasingly complex engineering and operating performance requirements for our customers' mission-critical applications. We develop, manufacture, and sell sensors and sensor-rich solutions, electrical protection components and systems, and other products. Our sensors are used by our customers to translate a physical parameter, such as pressure, temperature, position, or location of an object, into electronic signals that our customers' products and solutions can act upon. Our electrical protection portfolio, which includes both components and systems, is comprised of various switches, fuses, battery management systems, inverters, energy storage systems, high-voltage distribution units, controllers, and software, and includes high-voltage contactors and other products embedded within systems to maximize their efficiency and performance and ensure safety. Other products and services we provide include vehicle area networks and data collection devices and software, battery storage systems, and power conversion systems, the latter of which include inverters, converters, and rectifiers for renewable energy generation, green hydrogen production, electric vehicle charging stations, and microgrid applications, as well as industrial and defense applications.

There will be more change in the end markets we serve in the next 10 years than there has been in the last 50 years. In order to take advantage of the unprecedented opportunity for growth these changes present for our business, we are leveraging certain material growth drivers. These focused growth initiatives include (1) the overarching trend related to our core historical business that enables vehicles, industrial equipment, aircraft, and other systems to be safer and more energy-efficient (a trend we refer to as "Safe & Efficient") and (2) new and emerging technology trends related to renewable energy and reducing greenhouse gas emissions (a trend we refer to as "Electrification").

We believe the medium- to long-term outlook for internal combustion engine powertrains and industrial equipment will evolve with, and be impacted by, Electrification and other adjacent technologies. Our objective with regard to our Electrification initiative is to become a leading and foundational player in electrification components and sub-systems across broad industrial, transportation, aerospace, recharging infrastructure, and renewable energy generation and storage end markets. These components and solutions support a future that is more environmentally sustainable and efficient and include (1) components for electric vehicles, charging stations, and chargers and (2) mission-critical high-voltage components and subsystems combined into high-value energy management or energy storage solutions. Many of the components and subsystems we have historically developed and produced will continue to play a significant role in this expansion.

2023 Company Performance Highlights

Team Sensata performed well in 2023, amid wider economic challenges and volatile markets. Sensata once again delivered record annual revenue, continued pace with strong new business wins that underscore our future revenue growth, and achieved our greenhouse gas emissions intensity target reductions early, all demonstrating the resilience and strength of our business.

While macro factors such as inflation, supply chain disruptions, and foreign exchange rates continued to pressure our operating profit, we continued our pricing and productivity efforts to maintain adjusted operating margins in the year. Our purpose remained clear: helping customers and partners safely deliver a cleaner, more efficient, and electrified world.

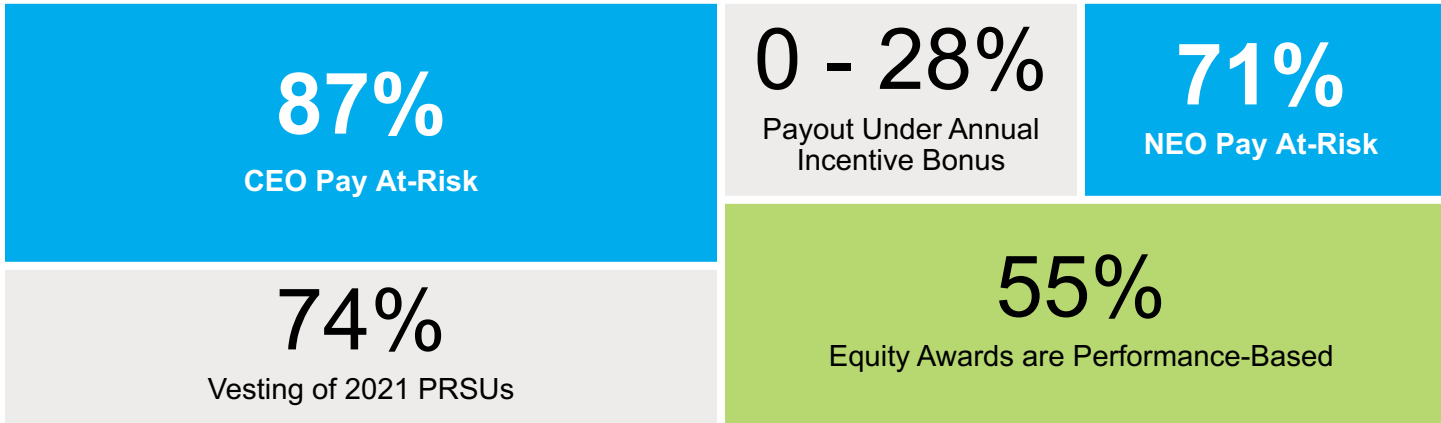
\$4.05 billion 2023 Revenue <i>Record revenue increasing 0.6% from 2022</i>	\$3.61 2023 Adjusted Earnings per Share <i>Increase of 6% from 2022</i>	\$700 million 2023 Electrification Revenue <i>Increase from 3% to 17% of total revenues in four years</i>	9.7% 2023 Return-on-Invested Capital <i>Increase of 40 basis points from 2022</i>
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Our secure financial position enabled continued capital returns to shareholders in 2023; we repurchased shares with a cumulative value of \$88 million and paid dividends of \$72 million, a further sign of our confidence in future financial performance. Further, our cash generation lowered our net leverage ratio to 3.2x at year-end 2023.

Environmental, Social and Governance (ESG) objectives remain embedded in our Vision, our Purpose and our Strategy. Our Electrification efforts enable our customers to help reduce the impact of climate change, as we do too. In 2023, our success in lowering Scope 1 and 2 greenhouse gas emissions intensity to our 2026 goal encouraged us to re-set our goal to reduce market-based emissions by 45% an absolute basis from 2021 baseline by 2030. Lastly, our important work in building an inclusive culture, and investing in our talent remains imperative, because retaining a diverse workforce enables the innovation we provide to customers.

2023 Compensation Highlights

As described more fully in the Compensation Discussion and Analysis section of this Proxy Statement, our named executive officers (each, an "NEO" and collectively, the "NEOs") are compensated in a manner consistent with our pay for performance compensation philosophy. Below are a few highlights of our 2023 NEO compensation program.



Compensation-Related Corporate Governance Best Practices

Robust stock ownership guidelines for executive officers and directors	Annual say-on-pay vote for shareholders	Clawback policy in the event of financial restatement, fraud, or material violation of Company policies
Pay for performance philosophy weighted towards variable at-risk performance-based compensation	Robust annual risk assessment of executive compensation programs, policies, and practices	Prohibition on hedging and pledging transactions for all employees and directors
Independent compensation consultant advises the Compensation Committee	Effective balance between differentiated short-term and long-term performance factors and incentives	100% independent Compensation Committee

PROPOSAL 1: ELECTION OF DIRECTORS



The Board of Directors unanimously recommends that shareholders vote "FOR" the election or re-election of each nominee.

Acting upon the recommendation of the Nominating & Corporate Governance Committee, our Board has nominated the persons identified herein for election as directors. The term of each director expires at the next annual general meeting of shareholders, and each director will continue in office until the election and qualification of his or her respective successor or until his or her earlier death, removal, or resignation. Consistent with the terms of our Articles of Association, the Board has set the size of the Board at 11 directors, and the current number of directors is 11. After 4 years of service, on April 26, 2024, Mr. Jeffrey Cote informed the Board of his decision to retire as CEO and President and resign from the Board effective April 30, 2024. As such, Mr. Cote will not be renominated for election at the Annual Meeting. Our Board has appointed Martha Sullivan as Interim President and CEO effective May 1, 2024 and has established a CEO Search Committee as summarized below to identify a new permanent CEO.

Immediately following the 2024 annual general meeting, the Board will have ten directors. Thus, a proxy cannot be voted for a greater number of directors than ten. Each of the ten nominees for director will be elected by the vote of a majority of the votes cast with respect to each such nominee. A shareholder may: (i) vote for the election of a nominee; (ii) vote against the election of a nominee; or (iii) abstain from voting for a nominee. Unless a proxy contains instructions to the contrary, the proxy will be voted "FOR" the election of each nominee named on the following pages. The form of shareholder resolution for this proposal is set forth under the heading "Shareholder Resolutions for 2024 Annual General Meeting" on page 75 of this proxy statement.

Sensata values a number of attributes and criteria when identifying nominees to serve as a director, including professional background, expertise, reputation for integrity, business, financial and management experience, leadership capabilities, and diversity. In addition to the specific experience and qualifications set forth below, we believe all of the nominees are individuals that possess a reputation for integrity, strong leadership capabilities, and the ability to work collaboratively in order to make positive contributions to the Board and management. Set forth on the following pages is biographical and other background information concerning each nominee for director. This information includes each nominee's principal occupation as well as a discussion of the specific experience, qualifications, attributes, and skills of each nominee that caused the Board to recommend that each nominee serve as a director. In addition, set forth below is the period during which each nominee has served as a director of Sensata. The Board is nominating the following ten persons to serve as directors. The information presented below has been confirmed by each nominee for purposes of its inclusion in this proxy statement. Each nominee has agreed to serve if elected, and we have no reason to believe that any nominee will be unable to serve.

Cooperation Agreement

On April 26, 2024, the Company entered into a cooperation agreement (the "Cooperation Agreement") with Elliott Investment Management L.P., Elliott Associates, L.P. and Elliott International, L.P. (together, "Elliott"). Pursuant to the Cooperation Agreement, the Company agreed, among other things, to appoint Mr. Phillip Eyler to the Board effective as of July 1, 2024. Mr. Eyler will remain on the Board until the Company's 2025 Annual General Meeting of Shareholders (the "2025 Annual Meeting") (including any adjournments or postponements thereof) or his earlier resignation or removal from office. In connection with Mr. Cote's retirement and resignation from the Board, the size of the Board was decreased to ten directors. Upon the appointment of Mr. Eyler, effective as of July 1, 2024, the size of the Board will be increased to 11 directors.

Pursuant to the Cooperation Agreement, the Company will also establish a CEO Search Committee to conduct a search to identify candidates for and assist the Board in selecting the Company's next CEO and President. The CEO Search Committee will be chaired by Mr. Teich and will also include Ms. Sullivan and Mr. Mirshekari and, upon his appointment to the Board, Mr. Eyler.

The Cooperation Agreement also includes procedures regarding the replacement of Mr. Eyler. If Mr. Eyler resigns or is removed prior to the Expiration Date (as defined below), Elliott has a right to participate in the selection of a mutually agreeable replacement for Mr. Eyler, to also serve on the CEO Search Committee, subject to, among other things, Elliott beneficially owning a "net long position" of, or having aggregate "net long" economic exposure to, at least 2% of the Company's then outstanding Ordinary Shares.

As used herein, the term “Expiration Date” means February 28, 2025, except that the Expiration Date shall be at least 30 days prior to the earlier of (i) the record date for the determination of shareholders who are entitled to notice of and to vote at the Company’s 2025 Annual Meeting, (ii) the date of the Company’s notice of annual meeting and proxy statement for the 2025 Annual Meeting and (iii) the deadline for shareholders to deliver notice of a resolution (including with respect to the election of directors) in connection with the 2025 Annual Meeting.

Pursuant to the Cooperation Agreement, Elliott agreed to cause all of the ordinary shares that Elliott or any of its affiliates has the right to vote as of the applicable record date to be voted, during the period starting on the effective date of the Cooperation Agreement until the Expiration Date (such period, the “Cooperation Period”), in accordance with recommendations by the Board on all proposals that may be the subject of shareholder action, subject to certain exceptions (including that Elliott and its affiliates may vote in their sole discretion on any proposal related to an extraordinary transaction).

Elliott also agreed to a standstill restricting certain conduct and activities during the Cooperation Period including, among other restrictions, (i) soliciting proxies, initiating shareholder proposals, nominating directors or seeking to remove directors, (ii) acquiring (a) beneficial ownership of more than 9.9% of the Company’s Ordinary Shares or (b) aggregate economic exposure to more than 15% of the Company’s Ordinary Shares, and (iii) submitting a proposal or offer for an Extraordinary Transaction (as defined in the Cooperation Agreement).

IDENTIFYING AND EVALUATING DIRECTOR NOMINEES

Board Nomination Process

Consistent with the Governance Guidelines, the Nominating & Corporate Governance Committee (the “Governance Committee”) seeks members from diverse backgrounds who combine a broad spectrum of experience and expertise with a reputation for integrity. The Governance Committee oversees and manages the selection criteria and appointment procedures for our Board members. When a vacancy exists on the Board due to expansion of the size of the Board or the resignation or retirement of an existing director, the Governance Committee identifies and evaluates potential director nominees and recommends candidates to the Board. The primary goal is to assemble a Board that offers a variety of perspectives, backgrounds, knowledge, and skills derived from high-quality business and professional experience. The Governance Committee has sole authority to retain and terminate any search firm to be used to assist with identifying, evaluating, and screening candidates for the Board.

The Governance Committee also recommends annually the slate of director nominees for approval by the Board and the shareholders at the annual general meeting. Prior to its recommendation, the Governance Committee reviews each director’s skills, background, expertise, time demands, and contributions to the Board, to determine if each director is capable of supporting the Company’s present and future needs and should be re-nominated to serve on the Board.

In accordance with the U.K. Companies Act, the Governance Committee also considers shareholder recommendations of nominees (other than self-nominations) for election to the Board, and will include such nominees in our proxy statement provided that a complete description of the nominee’s qualifications, experience, and background, together with a statement signed by each nominee in which he or she consents to serve as a director, accompanies the recommendation. Such recommendations should be submitted in writing to the attention of the Nominating & Corporate Governance Committee, Sensata Technologies Holding plc, c/o Sensata Technologies, Inc., Attention: Company Secretary, 529 Pleasant Street, Attleboro, Massachusetts 02703.

Board Composition, Refreshment, and Commitment to Diversity and Inclusion

The Board requires that directors retire at the age of 75. To address the ability of the Board to provide effective leadership, the Board follows a rigorous evaluation system to ensure that the Board remains viable as a governing body. The Governance Committee continuously monitors Board succession and the rotation of our directors and actively reviews the appropriate skills and characteristics required of our directors in the context of the current composition of the Board, our operating requirements, the long-term interests of our shareholders, and the impact of director rotation. Six of the ten directors standing for election have joined the Board within the past five years. Following the election of our director nominees at the Annual Meeting, the Board will have ten directors.

The Governance Committee and Board believe diversity of professional backgrounds, age, gender, and ethnicity enhance the Board’s performance of its leadership and oversight functions and value diversity and inclusion as factors in selecting nominees to serve on the Board. A variety of personal and professional backgrounds and experiences provide different viewpoints resulting in a wide-ranging critical review of our business, which we believe enhances, among other things, the Board’s oversight of our risk management processes and strategy. The Governance Committee and Board are committed

to using our succession planning and refreshment process to maintain and advance the diversity that exists in our Board, and this year's nominees for the Board represent 50% gender or ethnic diversity with an age differential spanning 29 years. In support of this commitment, the Governance Committee includes, and has any search firm it engages include, women and minority candidates in the pool from which the Governance Committee selects director candidates.

Board Commitment

The Governance Committee and Board nominate only those candidates who they believe are capable of devoting the necessary time to discharge their duties, taking into account principal occupations, memberships and roles on other boards, attendance at Board and committee meetings, and other responsibilities. Directors must advise the Chair of the Governance Committee, Chairman of the Board, and the CEO prior to joining the board of another public company and must offer to resign from the Board or not accept the additional directorship if the Governance Committee determines the additional directorship constitutes a conflict of interest or interferes with such director's ability to carry out his or her responsibilities as a director of the Company. In addition, directors must advise the Chair of the Governance Committee of any change in primary employment. The Governance Committee continually assesses any changes in directors' time commitments throughout the year and, through the annual evaluation process, determines whether all of the director nominees have the necessary time to devote to our Board and its committees.

Board Criteria

The Governance Committee evaluates each candidate for election to the Board based on the candidate's range of talent, skill, experience, and expertise, as well as the candidate's integrity, business acumen, understanding of our industry and business, diversity, potential conflicts of interest, availability, independence of thought, and overall ability to represent the interests of our shareholders. Although the Governance Committee does not assign specific weights to any particular criteria, and no particular attribute is necessarily applicable to all prospective nominees, the Governance Committee believes it is important that our Board as a whole possesses certain characteristics including:

- knowledge of financial accounting, reporting, and internal controls;
- understanding of essential leadership qualities, ability to develop leadership potential in others and implement transformational change;
- familiarity with the trade of goods, services, technology, capital and/or knowledge across national borders and on a global scale;
- experience in environmental, social, and governance (ESG) matters, including management of ESG risks and opportunities;
- understanding of the markets and industries we serve, including our products, technologies, customers, competitors and trends;
- experience with the identification, evaluation, and prioritization of risks and strategies to minimize, monitor, and control risk impact;
- familiarity with driving business transformation through M&A, strategic alliances, investments, and partnerships;
- ability to plan, take action and set goals to optimally deliver, launch, market and distribute existing and new business;
- experience in organizational management and strategy to improve business value through strategic workforce planning;
- knowledge of manufacturing of goods and the administration of business operation practices to create efficiency;
- experience in capital structuring, investment decisions, cash flow, accounting, financial statements and taxation; and
- attributes and business experience that enhances the overall representation of the Board in gender, ethnic, racial, or cultural perspectives that reflect the diversity of the Company's shareholders, employees, customers and communities.

While the Governance Committee considers these and other criteria as appropriate to evaluate potential nominees, it has no stated minimum criteria for any individual nominee and considers the specific needs of the Board as a whole and the needs of the various Board committees when filling vacancies. See the director skills matrix on page 3 which outlines the knowledge, skills and experience of our director nominees.

Attendance at Board and Committee Meetings

Each of our directors attended more than 75% of the aggregate number of meetings of the Board and committees of the Board on which the director served during 2023.

DIRECTOR NOMINEES



Andrew C. Teich
Chairman (since 2019)
Independent Director since 2014
Age: 63

Committees:
• Growth & Innovation
• Nominating & Corporate Governance (Chair)

Selected Experience:

FLIR Systems

- President and Chief Executive Officer (2013 – 2017)
- President, Commercial Systems (2010 – 2013)
- President, Commercial Vision Systems (2006 – 2010)
- SVP, Sales and Marketing (2000 – 2006)

Inframetrics, Inc.

- VP Sales and Marketing (1984 – 1999 when acquired by FLIR)

Skills and Qualifications:

- Extensive senior executive leadership, international business, technology & product knowledge, business strategy, and human capital management gained in more than 30 years of experience at Inframetrics and FLIR
- Significant financial, capital markets, and M&A experience with over 25 completed acquisitions
- Named as Inventor on more than 50 patents

Education:

- Bachelor of Science in Marketing, Arizona State University
- Advanced Management Program, Harvard University

Other Board Activities:

Resideo Technologies

- Lead Independent Director (since 2018) and currently Chair of Innovation and Technology Committee and member of Compensation and Human Capital Management and Nominating & Governance Committees (since 2018)

FLIR Systems

- Director (2013 – 2017)

Juniper II Corp

- Director (2021 – 2023)



John P. Absmeier
Independent Director since 2019
Age: 49

Committees:
• Audit
• Growth & Innovation

Selected Experience:

Woven by Toyota

- Chief Technology Officer (since 2022)

Lear Corporation

- Chief Technology Officer (2018 – 2022)

Samsung Electronics

- Vice President, Smart Machines (2015 – 2018)

Delphi Corporation, now Aptiv (1996 – 2015)

- Managing Director – Delphi Labs and Automated Driving (2012 – 2015)
- Business Director – Electronic Controls, Asia Pacific (2006 – 2012)
- Held several roles of increasing responsibility in the areas of safety, infotainment and electric vehicles

United States Marine Corps

- Meritoriously promoted and awarded multiple honors for outstanding performance

Skills and Qualifications:

- Significant industry knowledge, including detailed understanding of the autonomous, electric and connected vehicle markets with a vast network of relationships given deep knowledge and connectivity in the space
- Significant senior leadership, international business, M&A, software, manufacturing / operations, and strategy expertise gained over nearly 30 year career with leading technology companies

Education:

- Bachelor of Science in Mechanical Engineering, Purdue University
- Master of Science in Mechanical Engineering and Management of Technology, UC Berkeley

Other Board Activities:

Voltaiq, a private battery intelligence software provider

- Director (since 2022)

Woven by Toyota, a subsidiary of Toyota Motor Corporation leading Toyota's transformation into a mobility company

- Director (since 2023)

**Daniel L. Black**

Independent Director since 2021
Age: 63

Committees:

- Audit
- Compensation
- Finance

Selected Experience:

The Wicks Group, a private equity firm focused on technology-enabled investments)

- Managing Partner (since 2005)
- Principal (2003 – 2005)

BNY Capital Markets

- Managing Director, and Co-Head of Merchant Banking (1982 – 2003)

Skills and Qualifications:

- Demonstrated ability to lead digital transformation strategies
- Extensive senior management and leadership experience in capital markets, finance, M&A, business strategy, capital allocation and corporate governance gained through 40 years of experience

Education:

- Bachelor of Arts in Government, Dartmouth College

Other Board Activities:

Advent Convertible Securities Fund, \$850M closed-end fund

- Trustee and member of the Audit and Nominating & Governance Committees (since 2005)

Dartmouth College Board of Trustees

- Trustee Emeritus (since 2023), having previously served as Member (since 2019)

Harlem Lacrosse and Leadership, non-profit educational organization

- Executive Board Member (2014 – 2021)

**Lorraine A. Bolsinger**

Independent Director since 2020
Age: 64

Committees:

- Compensation (Chair)
- Nominating & Corporate Governance
- Finance

Selected Experience:

General Electric (“GE”) (1980 – 2017)

- Vice President, Corporate Accelerated Leadership Program (2013 – 2017)
- President and Chief Executive Officer, Distributed Power Systems (2013 – 2016)
- President and Chief Executive Officer, Aviation Systems (2008 – 2012)
- Held various managerial and leadership roles, including becoming one of the youngest and first female Corporate Officers

Skills and Qualifications:

- Extensive senior executive leadership, operational, industry and technical experience gained over nearly 40 years with GE
- Experience developing worldwide strategic relationships with commercial, government and military partners
- Significant experience in environmental sustainability strategies, risk management, and executive talent development

Education:

- Bachelor of Science in Biomechanical Engineering, University of Pennsylvania

Other Board Activities:**Worcester Polytechnical Institute**

- Trustee and Chair of the Audit Committee

Society of Women Engineers

- Member (currently)

Lake Sunapee Protective Association, an environment nonprofit

- Board Member (currently)



John Mirshekari
Independent Director since
2024
Age: 43

Committees:
• Growth & Innovation
• Finance

Selected Experience:

M Partners Capital LLC, a private investment firm
• Founder and Managing Partner (2023-present)

Fidelity Investments

- Portfolio Manager in the Equity division (2010-2022)
- Co-managed the Fidelity Value Fund, the Fidelity Low-Priced Stock Fund and several others

Skills and Qualifications:

- Extensive experience in finance, investment and strategic execution
- Significant experience in business strategy, shareholder value creation, corporate governance and institutional investor perspective

Education:

- Bachelor of Business Administration, University of Notre Dame

Other Board Activities:

Hydroflow Products, LLC

- Director (since 2019)



Constance E. Skidmore
Independent Director since
2017
Age: 72

Committees:
• Audit (Chair)
• Compensation
• Nominating & Corporate Governance

Selected Experience:

PricewaterhouseCoopers ("PWC")

- Partner and member of its governing board (1989 – 2009)
- Led various strategic initiatives, including serving as US Strategy Leader for PWC 10-year strategy and development and deployment of Tax Outsourcing business in India

Skills and Qualifications:

- More than 30 years of accounting and finance experience
- Significant business strategy, risk management, ESG, M&A, and talent management experience gained over lengthy career with PWC
- Corporate governance expertise gained through directorship roles in other public companies, including service on audit committees
- Advisor or director for serial acquirors in global technology, software and industrials resulting in consistent IRR outcomes well above market and peers

Education:

- Bachelor of Science in Psychology, Florida State University
- Master of Science in Taxation, Golden Gate University

Other Board Activities:

Comfort Systems USA

- Director (since 2012) and currently Chair of Compensation and Human Capital Committee and member of Audit Committee

Proterra, Inc.

- Director (2019 – 2024)

ShoreTel, Inc.

- Director (2014 – 2017)

Several private and nonprofit companies including the **V Foundation for Cancer Research** and **Viz Kinect**

- Board Member



Steven A. Sonnenberg
Independent Director since
2020
Age: 71

Committees:
• Audit
• Growth & Innovation

Selected Experience:

Emerson Electric

- Senior Advisor Automation Solutions (2018 – 2019)
- Chairman, Automation Solutions (2016 – 2018)
- President, Process Management Group (2008 – 2016)
- Manager of various business units including efforts in Europe and Asia (1995 – 2008)

Skills and Qualifications:

- Senior leadership, international, operational, industry, and technical experience gained over 30+ year career with Emerson Electric
- Major new product development experience in areas of IoT and sensing hardware and software
- Global experience, broad knowledge of large acquisitions, significant strategy, risk management, and financial expertise, experience developing of large sales organizations and high-level customer relationships

Education:

- Bachelor of Engineering, Georgia Institute of Technology
- Master of Business Administration, University of Virginia

Other Board Activities:

Steel Dynamics

- Director (since 2018) and currently member of the Compensation and Nominating & Governance Committees

Tennant Company

- Director (since 2005), former Chairman, and currently member of the Audit, Executive and Governance Committees

Dunwoody College of Technology

- Trustee (currently)



Martha N. Sullivan
Director since 2013
Age: 67

Committees:
• Growth & Innovation (Chair)
• Finance

Selected Experience:

Sensata Technologies

- Chief Executive Officer (2013 – 2020)
- President (2007 – 2019)
- Chief Operating Officer (2006 – 2012)

Texas Instruments, previous owner of ST (1984 - 2006)

- Head, Sensor Products (1997 – 2006)
- Held various engineering and management positions including Automotive Marketing Manager, North American Automotive General Manager, and Automotive Sensors and Controls Global Business Unit Manager

Skills and Qualifications:

- Strategic leadership skills and wide-ranging management, financial, M&A, strategy, talent management, and operating experience gained through various executive positions over 35 years at Sensata and Texas Instruments
- Extensive knowledge of Sensata's business, historical development, industry, technology, and important relationships with major customers

Education:

- Bachelor of Science, Mechanical Engineering, Michigan Technological University
- Honorary Doctorate, Philosophy, Michigan Technological University

Other Board Activities:

Avery Dennison Corporation

- Director (since 2013) and currently Chair of Audit Committee (since 2013)

Emerald JV Holdings L.P. ("Copeland")

- Board Chair (since 2023)

GS Acquisition Holdings Corp II

- Director (2020 – 2021)

Our Sisters' School in New Bedford, MA, non-profit educational institute

- Co-Chair of the Board (currently)



Jugal Vijayvargiya
Independent Director since
2023
Age: 56

Committees:
• Compensation
• Nominating & Corporate
Governance

Selected Experience:

Materion Corporation

- President & Chief Executive Officer (since 2017)

Delphi Automotive (1991 – 2017)

- Held positions of increasing responsibility in Europe and North America in product and manufacturing engineering, sales, product line management, acquisition integration, and general management, including leading the Electronics & Safety segment and serving as an officer and member of Delphi's Executive Committee

Skills and Qualifications:

- Deep expertise in industrial technology including automotive and transportation sectors gained from nearly 30 year career in the sector
- Brings a direct perspective on the process of driving toward a more electrified world as well as significant strategic relationships in the automotive and transportation sectors

Education:

- Bachelor of Science and Masters of Science in Electrical Engineering, Ohio State University

Other Board Activities:

Materion Corporation

- Director (since 2017)



Stephen M. Zide
Independent Director since
2010
Age: 64

Committees:
• Finance (Chair)

Selected Experience:

Bain Capital (1997 – 2017)

- Senior Advisor (2015 – 2017)
- Managing Director (2001 – 2015)

Pacific Equity Partners

- Managing Director (1998 – 2000)

Kirkland & Ellis LLP

- Partner and founding member of the New York office (1990 – 1995)

Skills and Qualifications:

- Extensive M&A, strategy evolution, international business strategy, capital markets and human capital management expertise gained from experience as a private equity professional and, formally, a legal adviser specializing in private equity and venture capital firms
- Broad experience on corporate governance issues backed by public company directorships

Education:

- Bachelor of Arts, University of Rochester
- Juris Doctorate, Boston University School of Law
- Master of Business Administration, Harvard Business School

Other Board Activities:

Trinseo S.A.

- Director (2010 – 2020)

HD Supply Holdings, Inc.

- Director (2007 – 2014)

Innophos Holdings, Inc.

- Director (2004 – 2013)

The nominees for election to the Board of Directors named above are hereby proposed for election or re-election by the shareholders.

CORPORATE GOVERNANCE

Our Board conducts its business through meetings of the Board and five standing committees: Audit, Compensation, Nominating & Corporate Governance, Growth & Innovation, and Finance. In accordance with the New York Stock Exchange ("NYSE") rules and the rules promulgated under each of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), a majority of our Board consists of independent directors, and our Audit, Compensation, and Nominating & Corporate Governance Committees are fully independent.

Each director owes a duty to the Company to properly perform the duties assigned to him or her and to act in the best interest of the Company. Under English law, this requires each director to act in a way he or she considers, in good faith, would be most likely to promote the success of the Company for the benefit of its shareholders as a whole, and in doing so have regard (among other matters) for the likely consequences of any decision in the long-term, the interests of the Company's employees, the Company's business relationships with suppliers, customers and others, the impact of the Company's operations on the community and the environment and the need to act fairly amongst shareholders. The Company's directors are expected to be appointed for one year and may be re-elected at the next Annual Meeting.

Corporate Governance Guidelines and Code of Business Conduct and Ethics

We have adopted Corporate Governance Guidelines that specify, among other things, the responsibilities, expectations, and operations of the Board, as well as general qualification criteria for directors. Our Corporate Governance Guidelines are available on the investor relations page of our website at investors.sensata.com under Governance. In addition, free copies of the guidelines may be obtained by shareholders upon request by contacting our Company Secretary at companysecretary@sensata.com. The Corporate Governance Guidelines are reviewed by the Nominating & Corporate Governance Committee and changes are recommended to the Board for approval as appropriate.

We have adopted a Code of Business Conduct and Ethics governing the conduct of our Board and personnel, including our principal executive officer, principal financial officer, principal accounting officer, controller, and persons performing similar functions. Copies of our Code of Business Conduct and Ethics are available on the investor relations page of our website at investors.sensata.com under Governance. In addition, free copies may be obtained by shareholders upon request by contacting our Company Secretary at companysecretary@sensata.com.

In the event that an amendment is made to our Code of Business Conduct and Ethics, we will disclose the nature of any such amendment on our website within four business days following the date of the amendment. In the event that we grant a waiver, including an implicit waiver, from a provision of our Code of Business Conduct and Ethics to our principal executive officer, principal financial officer, principal accounting officer, controller, or persons performing similar functions, we will disclose the nature of any such waiver, including the name of the person to whom the waiver is granted and the date of such waiver, on our website at investors.sensata.com within four business days following the date of the waiver.

Director Independence

Under the NYSE rules and our Corporate Governance Guidelines, a director is not independent unless the Board affirmatively determines that he or she does not have a direct or indirect material relationship with the Company or any of its subsidiaries. Heightened independence standards apply to members of the Audit and Compensation Committees.

The NYSE independence definition includes a series of objective tests, such as that the director is not an employee of the Company and has not engaged in various types of business dealings with the Company. The Board is also responsible for determining affirmatively, as to each independent director, that no relationships exist which, in the opinion of the Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. In making these determinations, the Board will broadly consider all relevant facts and circumstances, including information provided by the directors and the Company with regard to each director's business and personal activities as they may relate to the Company and the Company's management.

The Board undertook its annual review of director independence in January 2024 and affirmatively determined that (1) there are no familial relationships between any of our executive officers or directors, and (2) each of the director nominees, with the exception of Ms. Sullivan, qualify as independent under Section 303A.02 of the NYSE listing rules and under our Corporate Governance Guidelines for purposes of board service. Throughout this proxy statement, we refer to these directors as our "non-management", "non-executive", or "independent directors". In determining the independence of each director or director nominee, the Board considered and deemed immaterial to such individual's independence any transactions involving the purchase or sale of products and services in the ordinary course of business between the Company, on the one hand, and, on the other, companies or organizations at which some of our directors, director nominees or their immediate family members were officers, employees or directors in each of the most recent three completed fiscal years. In each case, the amount paid to or received from these companies or organizations was below

the greater of \$1 million or two percent (2%) of such companies or organizations total revenue. In addition, the Board affirmatively determined that the Audit Committee, the Compensation Committee, and the Nominating & Corporate Governance Committee members are fully independent under the SEC and NYSE independence standards specifically applicable to such committees.

The Board found that Ms. Sullivan is not independent because of her former employment relationship with the Company and as a result of her service beginning May 1, 2024 as Interim Chief Executive Officer and President of the Company.

Board and Committee Evaluation Process

The Board is committed to continuously evaluating the Company's strategic priorities and ensuring that the Board is acting to effectively guide and advance those priorities. As part of this process, the Board conducts a self-assessment each year, which includes the completion of a detailed survey by each director covering a broad variety of topics, including the Company's strategic priorities; the Board's role in progressing those priorities; Board succession planning, including an evaluation of the overall mix of the current directors' skills and the identification of desirable skills and attributes for potential director nominees; and an evaluation of the performance of the Board and its committees. Mr. Teich, as the Chairman, reviews a summary of the results of these surveys and meets one-on-one with each director to collect additional feedback. He then prepares a collective summary of all feedback for presentation to the full Board, focusing on areas in which strategic needs are identified or the performance of the Board or its committees could be improved.

Board's Role in Risk Oversight

Risk is inherent in every business, and how well a business manages risk can ultimately determine its success. We face a number of risks, including economic risks, financial risks, legal and regulatory risks, cybersecurity risks and others. Management is responsible for the day-to-day management of risks that we face, while the Board, as a whole and through its committees, has responsibility for the oversight of risk management. In its risk oversight role, the Board has the responsibility to ensure that the risk management processes designed and implemented by management are adequate and functioning as designed.

The Board receives presentations from senior management on strategic matters involving our operations. The Board regularly dedicates a portion of its meeting agenda to discuss the strategy of the Company, including the corresponding risks. In addition, senior management attends Board meetings and is available to address any questions or concerns raised by the Board related to risk management and other matters.

While the Board is ultimately responsible for our risk oversight, its committees assist the Board in fulfilling its oversight responsibilities in certain areas of risk. The role of each committee in connection with risk oversight is provided in this proxy statement in the section captioned "Board Meetings, Committees of the Board and Board Leadership Structure".

- The Nominating and Corporate Governance Committee oversees the Company's enterprise risk management program and receives quarterly updates from management to discuss program initiatives and risk mitigation status.
- The Audit Committee oversees the Company's compliance and cybersecurity programs and risks associated with financial reporting.
- The Growth and Innovation Committee reviews initiatives and monitors progress toward risks that relate to technology development.

Other Board committees also consider and address risk as they perform their respective committee responsibilities. All committees report to the Board as appropriate, including when a matter rises to the level of a material or enterprise level risk. We believe the division of risk management responsibilities described above is an effective approach for addressing the risks facing us and that the Board leadership structure supports this approach.

Board's Role in Corporate Sustainability

At Sensata, our purpose is to help our customers and partners deliver a safer, cleaner, more electrified, and connected world. This purpose guides our actions, from how we treat our people, to what business decisions we make and everything in between. With corporate sustainability as a cornerstone of our purpose, we can generate long-term shared value for our stakeholders.

The Board of Directors oversees our corporate sustainability strategy, initiatives and goals and monitors the management of sustainability risks and opportunities, including those related to climate change. The Board considers oversight and effective management of sustainability issues and their related risks and opportunities as crucial to the Company's ability to execute its strategy and achieve long-term sustainable growth. The Board receives quarterly updates on sustainability topics from the management team, which include progress against the Group's sustainability-related goals. The Board delegates specific sustainability matters to its committees:

- The Nominating and Corporate Governance Committee oversees the development of Sensata's sustainability strategy (which includes climate matters), the progress against that strategy, including performance against specific targets, whilst also reviewing sustainability-related risks and opportunities.
- The Audit Committee oversees the non-financial disclosures in our Annual Report and financial filings, which includes climate-related disclosures.
- The Growth and Innovation Committee oversees the Company's growth and product development of the Electrification business, which is the primary climate risk and opportunity for the Company.
- The Compensation Committee supports the sustainability strategy, which includes the climate strategy, through alignment of Sensata's incentive plan to the sustainability strategy and ambitions.

Our strategy on sustainability issues is governed by the ESG / DEI Committee, which convened eight times in 2023 and is co-chaired by the Chief Administrative Officer and General Counsel. The Committee plays an important decision-making role to support Sensata's sustainability strategy, with membership including senior leaders from across the organization who are responsible for the execution of the sustainability strategy within their respective business areas. Our sustainability efforts are led by our General Counsel who, with the ESG team, collaborates with functional leaders across the Company to develop and execute our sustainability strategy, initiatives and goals.

Our employees are responsible for upholding our purpose by embodying our values in all aspects of their daily work. Our corporate values are the essence of our identity and the foundation upon which our culture is built. We are committed to encouraging and supporting a culture of diversity, equity, and inclusion. By harnessing our talented and diverse workforce we gain a key competitive advantage. At Sensata, inclusive cultures and diverse perspectives drive success and allow us to fulfill our global customers' needs as we successfully produce high-quality products and services for the world. We recognize that as we continue to expand our global footprint, diversity, transparency, and accountability in all aspects will be essential to our continued success.

We have adopted policies that bolster the Company's commitment to a strong environmental, social and governance framework and promote corporate sustainability in the operation of our business. More information about these efforts and our related policies is available at www.sensata.com/sustainability.

Shareholder Communications with the Board of Directors

Shareholders and other interested parties can communicate directly with the Board by sending a written communication addressed to the Board or to any member individually in care of the offices of our U.S. operating subsidiary, Sensata Technologies, Inc., at 529 Pleasant Street, Attleboro, Massachusetts 02703 or by sending an e-mail to companysecretary@sensata.com. Shareholders and other interested parties wishing to communicate with Mr. Teich, as Chairman, or with the independent directors as a group may do so by sending a written communication addressed to Mr. Teich, in care of Sensata at the above address. Any communication addressed to a director that is received at Sensata's principal executive offices will be delivered or forwarded to the individual director as soon as practicable. Sensata will forward all communications received from its shareholders or other interested parties that are addressed simply to the Board, to the Chairman or to the Chair of the committee of the Board whose purpose and function is most closely related to the subject matter of the communication. All such communications are promptly reviewed before being forwarded to the addressee. Sensata generally will not forward to directors a shareholder communication that it determines to be primarily commercial in nature, relates to an improper or irrelevant topic or requests general information about the Company. Examples of inappropriate communication include business solicitations, advertising, and communication that is frivolous in nature, relates to routine business matters (such as product inquiries, complaints, or suggestions), or raises grievances that are personal in nature.

BOARD MEETINGS, COMMITTEES OF THE BOARD AND BOARD LEADERSHIP STRUCTURE

Attendance at Board and Committee Meetings

During our fiscal year ended December 31, 2023 ("fiscal year 2023"), the Board held five meetings. Each director attended 75% or more of the aggregate number of meetings of the Board and committees of the Board on which the director served during 2023. We have no policy regarding director attendance at the annual general meeting of shareholders. Last year, 6 directors attended the annual meeting.

Executive Sessions

In accordance with our Corporate Governance Guidelines, our non-management directors meet in executive sessions on a periodic basis without management. The presiding director for purposes of leading these meetings is either Mr. Teich, when these executive sessions take place in connection with Board meetings, or the chair of the standing committee, when these executive sessions take place in connection with standing committee meetings.

Board Leadership Structure

Since 2012, the positions of Chief Executive Officer and Chairman of the Board have been held by separate individuals. Andrew C. Teich, an independent director, began serving as our non-executive Chairman of the Board in July 2019. As non-executive Chairman, Mr. Teich approves the agendas for, and presides over, the Board meetings and also chairs executive sessions of the non-management directors. The Chief Executive Officer is also a member of the Board and participates in its meetings. The Board believes the separation of the positions of Chief Executive Officer and Chairman is the appropriate structure for the Company at this time.

Board Committees

During 2023, we had five committees of the Board: the Audit, Compensation, Finance, Growth & Innovation and Nominating & Corporate Governance Committees. The following table provides the membership information for each committee of the Board as of April 29, 2024:

Name	Audit	Compensation	Finance	Growth & Innovation	Nominating & Corporate Governance
John P. Absmeier	●			●	
Daniel L. Black	●	●	●		
Lorraine A. Bolsinger		C	●		●
Jeffrey J. Cote					
John Mirshekari			●	●	
Constance E. Skidmore	C	●			●
Steven A. Sonnenberg	●			●	
Martha N. Sullivan			●	C	
Andrew C. Teich			●	●	C
Jugal Vijayvargiya		●			●
Stephen M. Zide			C		

C Committee Chair ● Committee Member

Below is a description of each of the Audit, Compensation, Finance, Growth & Innovation and Nominating & Corporate Governance Committees of the Board and information regarding committee meetings held in fiscal year 2023. The charter for each of our committees is available on the investor relations page of our website at investors.sensata.com under Governance. You may contact the Company Secretary companysecretary@sensata.com to obtain a printed copy of these documents free of charge.

Audit Committee

Members:

Constance E. Skidmore (C)
John P. Absmeier
Daniel L. Black
Steven A. Sonnenberg

Independence:

All members independent

Financial Expertise:

All meet NYSE financial literacy requirements; Ms. Skidmore and Messrs. Black and Sonnenberg qualify as financial experts

Meetings in Fiscal Year 2023:

Ten

Key Responsibilities:

External Auditor. Appoints our external auditor, subject to shareholder vote as may be required under English law, oversees the external auditor's qualifications, independence and performance, discusses relevant matters with the external auditor, and preapproves audit and permitted non-audit services to be provided by the external auditor and related fees.

Financial Reporting. Supervises and monitors our financial reporting and reviews with management and the external auditor the Company's annual and quarterly financial statements.

Internal Controls, Financial Risk Disclosure Review and Cybersecurity & Compliance Program Oversight. Oversees our system of internal controls, reviews SEC risk disclosures, oversees cybersecurity and other information technology risks, and oversees our legal, regulatory and ethics compliance programs.

Company Policies. Periodically reviews the Company's Code of Business Conduct and Ethics, Delegation of Authority Policy, Insider Trading Policy, Anti-Corruption and Anti-Bribery Policy and similar Company policies.

Related Person Transactions. Reviews and approves transactions between the Company Directors and executive officers and their respective affiliates under the Company's Related Person Transaction Approval Policy.

Compensation Committee

Members:

Lorraine A. Bolsinger (C)
Daniel L. Black
Constance E. Skidmore
Jugal Vijayvargiya

Independence:

All members independent

Meetings in Fiscal Year 2023:

Five

Key Responsibilities:

Human Capital & Talent Management. Oversees the Company's culture and human capital management including talent management and succession planning for executive management.

Executive Compensation. Reviews, evaluates and sets compensation, and related performance goals and objectives, for our senior executive officers.

Incentive and Equity-Based Compensation Plans. Reviews, approves, and makes recommendations to our Board with respect to our incentive and equity-based compensation plans and equity-based awards.

Compensation-Related Disclosures. Oversees compliance with our compensation-related disclosure obligations under applicable laws.

Director Compensation. Makes recommendations to the Board with respect to compensation of non-executive members of the Board in the framework permitted by the general compensation policy approved by shareholders.

Claw-Back Policy. Reviews and administers the Company's Claw-Back Policy.

Finance Committee

Members:

Stephen M. Zide (C)
Daniel L. Black
Lorraine A. Bolsinger
John Mirshekari
Martha N. Sullivan
Andrew C. Teich

Independence:

All members independent

Meetings in Fiscal Year 2023:

Three

Key Responsibilities:

Potential Transactions. Reviews potential transactions, including strategic investments, mergers, acquisitions, and divestitures, oversees debt or equity financings, credit arrangements, and investments.

Capital Structure and Deployment. Oversees policies governing capital structure, including dividends and share repurchase programs.

Other Financial Strategies. Evaluates ongoing financial strategies.

Growth & Innovation Committee

Members:

Martha N. Sullivan (C)
John P. Absmeier
John Mirshekari
Steven A. Sonnenberg
Andrew C. Teich

Independence:

All members independent
except for Ms. Sullivan

Meetings in Fiscal Year 2023:

Four

Key Responsibilities:

Growth & Innovation Development. Oversees the Company's technology and innovation initiatives including investments, mergers, and acquisitions related to those initiatives and the impact on the Company's performance, growth, long-term profitability and competitive position.

New Technology Oversight. Reviews new technologies, processes and competitive trends that may have a material impact on the Company or may require significant change to the Company's strategy.

Nominating & Corporate Governance Committee

Members:

Andrew C. Teich (C)
Lorraine A. Bolsinger
Constance E. Skidmore
Jugal Vijayvargiya

Independence:

All members independent

Meetings in Fiscal Year 2023:

Four

Key Responsibilities:

Board and Committee Evaluation. Oversees the annual Board & Committee self-evaluation process.

Skills & Independence. Supervises the annual review of director skills, characteristics and Board independence.

Director Nomination, Composition, and Succession Planning. Makes recommendations to the Board regarding director selection criteria for open Board positions, reviews background information on potential candidates and makes recommendations to the Board regarding director appointments. Assesses Board composition, director tenure and succession time lines.

Board Composition & Committee Membership. Periodically reviews the scope and composition of our Board and its committees and makes recommendations to the Board with respect to committee assignments and rotation.

Corporate Governance. Advises the Board on corporate governance matters pursuant to the Company's governance guidelines.

Risk Oversight. Oversees risk assessment and the Company's enterprise risk management process.

ESG. Oversees the Company's ESG program and initiatives.

Other Matters. Oversees conflicts, director education, Board & Committee attendance and annual review of Committee Charters.

Compensation Committee Interlocks and Insider Participation

No current member of the Compensation Committee and no member who served on the Compensation Committee during fiscal year 2023 is or has been an officer or employee of the Company, and none of our executive officers currently serves or served during fiscal year 2023 on the board of directors or compensation committee of an entity that has one or more executive officers serving on our Board or Compensation Committee. There are, and during fiscal year 2023 there were, no interlocking relationships between any of our executive officers and members of our Compensation Committee, on the one hand, and the executive officers and compensation committee members of any other company, on the other hand.

PROPOSAL 2: ADVISORY RESOLUTION ON EXECUTIVE COMPENSATION



The Board of Directors unanimously recommends that shareholders vote "FOR" the approval, on an advisory basis, of the compensation paid to our Named Executive Officers, as disclosed in this proxy statement pursuant to Item 402 of Regulation S-K.

The Board of Directors believes that our compensation policies and procedures are centered on a pay-for-performance culture and are aligned with the long-term interests of shareholders. You are urged to read the "Compensation Discussion and Analysis" section of this proxy statement for additional details on our executive compensation, including our philosophy and objectives, and the 2023 compensation of our Named Executive Officers ("NEOs").

Pursuant to provisions of Section 14A of the Securities and Exchange Act of 1934, as amended, that were enacted as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"), and as a matter of good corporate governance, we are providing our shareholders with an opportunity to vote to approve, on a non-binding, advisory basis, the compensation of our NEOs disclosed in this proxy statement pursuant to Item 402 of Regulation S-K (including in the compensation discussion and analysis, compensation tables, and accompanying narrative disclosures). This advisory vote is commonly referred to as a "say-on-pay" vote. This proposal gives you, as a shareholder, the opportunity to endorse or not endorse our executive pay program through the following resolution:

"RESOLVED, that, on an advisory basis, the compensation paid to our Named Executive Officers, as disclosed in the proxy statement filed by Sensata Technologies Holding plc in connection with its Annual General Meeting of Shareholders to be held on June 11, 2024, pursuant to Item 402 of Regulation S-K (including the compensation, discussion and analysis, compensation tables, and accompanying narrative disclosures) be, and it hereby is, approved."

The above "say-on-pay" vote is being provided pursuant to SEC regulations. While this vote does not bind the Board to any particular action, the Board values the input of the shareholders, and will take into account the outcome of this vote in considering future compensation arrangements. We include this shareholder advisory vote annually, and we expect that the next such vote will occur at the 2025 Annual General Meeting of Shareholders.

EXECUTIVE OFFICERS

Set forth below is the name, age, and biographical information of each of our executive officers as of April 29, 2024.

Lynne J. Caljouw, Executive Vice President and Chief Administrative Officer

Age 50



Ms. Caljouw was appointed Executive Vice President and Chief Administrative Officer in January 2023, leading the Human Resources, Communications and Legal functions. Prior to that, she served as Senior Vice President and Chief Human Resources Officer from June 2020 through December 2022. She joined Sensata in October 2014 as a Senior Director, Human Resources supporting the Sensors business and was promoted in 2016 to the role of Vice President, Human Resources supporting the Automotive, CTO, HVOR & Control Solutions businesses. In late 2016, her role expanded to include ownership of Talent Acquisition, and in 2017 she added Talent Management and HR services to her responsibilities, bringing oversight to the end-to-end employee experience. In 2018, Ms. Caljouw added HR leadership of the Finance, HR, IT, and Legal teams to her responsibilities, and in late 2019, she started leading the Compensation, Benefits and HRIS teams. Before joining Sensata, Ms. Caljouw served in various HR leadership roles at Sears Holdings Corporation and The Gillette Company. She has a B.A. in Psychology from Dickinson College, a Master of Science in College Student Development and Counseling from Northeastern University and a Master of Business Administration in Global Management from the University of Phoenix.

Brian K. Roberts, Executive Vice President and Chief Financial Officer

Age 53



Mr. Roberts was appointed Executive Vice President and Chief Financial Officer in November 2023. Mr. Roberts has broad financial, operational, and leadership experience. Mr. Roberts most recently served as Chief Executive Officer of Tarve Therapeutics, a private venture backed oncology company, which he joined initially in the role of Chief Financial Officer in 2018. He has more than a decade of extensive public company experience including as CFO at Insulet Corporation (NASDAQ:PODD), a high-growth medical technology business from 2009 to 2014, and in various leadership roles including as CFO at Digitas, Inc (NASDAQ: DTAS), a marketing and technology services business from 2001 to its acquisition in 2007. Mr. Roberts also has significant public company Board experience including serving as Chair of the Audit Committee and Board member for ViewRay, Inc. since 2015. Mr. Roberts has also held leadership roles in several other companies including as Chief Operating and Financial Officer of Averdo, Inc., a pharmaceutical and medical device company, as VP Finance at Idiom Technologies, a provider of globalization software, and as U.S. Controller of Monitor Company. Mr. Roberts started his career at Ernst & Young LLP and is a Certified Public Accountant. He holds a Bachelor of Science in Accounting Finance from Boston College.

Jennifer L. Slater, Executive Vice President, Performance Sensing, Vehicle Business Unit

Age 49



Ms. Slater was appointed Executive Vice President, Performance Sensing, Vehicle Business Unit effective April 1, 2024, after serving as Senior Vice President, Automotive & Aftermarket beginning April 1, 2023. Ms. Slater joined Sensata in September 2022 as the Vice President and General Manager of Sensata's Heavy Vehicle and Off-Road business. Prior to joining Sensata, Ms. Slater served as the Group Vice President and General Manager, Global OE and Products for Clarios, formerly Johnson Controls Power Solutions. In this role she was responsible for transforming the business to meet the emerging Global Automotive needs of vehicle electrification and autonomy. She lead the global business for the Original Equipment customers to develop and execute global new product strategies for the entire product life cycle, including Aftermarket. From 2016 to 2019, Ms. Slater served as Vice President and General Manager OE, Americas and APAC. Prior to joining Clarios, Ms. Slater served in various leadership capacities at Visteon, Johnson Controls and Woodbridge in the areas of general management, engineering, finance, sales, product management and strategy. Ms. Slater holds a Bachelor of Science in Mechanical Engineering from the University of Michigan at Dearborn and a Master of Business Administration from Walsh College. Ms. Slater was a 2017 STEP Ahead winner, that recognizes Women in Manufacturing by The Manufacturing Institute.



Mr. Stott was appointed Senior Vice President, General Counsel in August 2023. From October 2022 to August 2023, Mr. Stott was Vice President, General Counsel. Prior to this position, Mr. Stott served as Assistant General Counsel, M&A, supporting Sensata's growth and megatrend initiatives beginning in December 2020. Mr. Stott began his legal career by clerking for the Honorable Barbara S. Jones, U.S. Federal District Court for the Southern District of New York. He then practiced law with Cravath, Swaine & Moore in New York City and London and with Latham & Watkins in Houston. Mr. Stott brings a wealth of global transactional experience, with over \$30 billion in acquisitions and divestitures in over 20 countries and more than 45 debt and equity offerings. Mr. Stott spent several years as in-house counsel in the energy industry where he gained further wide-ranging corporate, compliance and international experience before joining Sensata in December 2020. Mr. Stott holds a B.A. in Political Science from Brigham Young University and a J.D., magna cum laude, from the BYU Law School. He also is a frequent speaker at legal and compliance conferences.



Mr. Verras was appointed Executive Vice President, Chief Technology Officer in May 2022. From May 2022 until April 2023, Mr. Verras also oversaw our Sensing Solutions business. Mr. Verras previously served as Senior Vice President, Chief Technology Officer from 2021 in addition to his responsibilities as Senior Vice President, Sensata Ventures, which began in September 2019. Mr. Verras previously served as Vice President, Sensata Ventures from 2019 to 2021 and Vice President and General Manager of Heavy Vehicle and Off-Road from November 2015 to September 2019. Mr. Verras joined Sensata's predecessor company, Texas Instruments, in 1994 and served in various design engineering roles. He was named Operations Director in January 2013, Design Engineering and Product Management Director in December 2013 and Senior Director and Integration Manager of HVOR in August 2014. Mr. Verras holds a Bachelor's degree in Mechanical Engineering from the University of Connecticut and a Master of Business Administration from Babson College.



Mr. Wilkie was appointed Executive Vice President, Sensing Solutions & INSIGHTS effective April 1, 2024, after previously serving as Senior Vice President, Sensing Solution beginning April 1, 2023. Mr. Wilkie joined Sensata in January 1998 as a Design Engineer and assumed several roles of increasing responsibility across Engineering: In 2005, Mr. Wilkie was promoted to Engineering Manager; in 2011, he was promoted to Engineering Director; in 2014, he was promoted to Director, Global Design Engineering; and in 2016, he was promoted to Senior Director, Global Design Engineering and Product Management. Mr. Wilkie led global Design Centers of Excellence for two of our major product families, APT and MSG, and holds two patents in Occupant weight sensing and MSG. In 2019, Mr. Wilkie leveraged his engineering excellence and took on a new role, Senior Director, M&A Integration, overseeing the successful integration of GIGAVAC, Sensata's high-power relay and power contractors business. In 2020, he took over leadership of Sensata's Heavy Vehicle and Off-Road (HVOR) business as Group Vice President, and in 2022 moved to lead Sensata's Clean Energy and Insights businesses. He spearheaded the Group's transformation to Electrification and delivered strong commercial success. Mr. Wilkie holds a Bachelor of Science degree in Mechanical Engineering from Worcester Polytechnic Institute (WPI).

Note: Mr. Jeffrey Cote, age 57, will retire from his role as Chief Executive Officer and President effective April 30, 2024, having served in that role since March 1, 2020. He was appointed President in January of 2019 and previously served as Chief Operating Officer from July 2012 until January 2019. In addition to his role as Chief Operating Officer, he served as Executive Vice President, Sensing Solutions from November 2015 to January 2019. He served as Executive Vice President and Chief Administrative Officer from January 2011 through July 2012. Mr. Cote assumed the role of Interim Chief Financial Officer in April 2013 and served in that role until February 2014. Mr. Cote served as Senior Vice President and Chief Financial Officer of STI from January 2007 through July 2007, and Executive Vice President and Chief Financial Officer of STI from July 2007 through our initial public offering. From March 2005 to December 2006, Mr. Cote was Chief Operating Officer of the law firm Ropes & Gray. From January 2000 to March 2005, Mr. Cote was Chief Operating and Financial Officer of Digitas. Previously he worked for Ernst & Young LLP.

Mr. Paul S. Vasington, age 58, departed from his role as Executive Vice President and Chief Financial Officer effective November 7, 2023, having served in the role since February 2014. He continued to serve in the role of advisor to Mr. Cote through April 2, 2024. Mr. Vasington previously worked with Honeywell International Inc. from 2004 to 2014. He served as Vice President and Chief Financial Officer of Honeywell Aerospace from 2012 to 2014. Previously, he served as Vice President and Chief Financial Officer of Honeywell Performance Materials and Technologies from 2009 to 2012 and as Vice President and Chief Financial Officer of Honeywell Security from 2006 to 2009. Prior to joining Honeywell, Mr. Vasington held finance leadership roles at Crane Co. and Fortune Brands, Inc. Mr. Vasington began his career at Price Waterhouse and holds a degree in Finance from the University of Connecticut.

COMPENSATION DISCUSSION AND ANALYSIS

The Compensation Discussion and Analysis ("CD&A") section provides an overview of our executive compensation philosophy and how and why the Compensation Committee arrives at specific compensation decisions and policies. This CD&A section describes the material elements of our compensation program for the executive officers listed in the Summary Compensation Table (each, a "Named Executive Officer" and collectively, the "Named Executive Officers" or "NEOs"). Below are the names and principal positions of our NEOs for fiscal year 2023.

Named Executive Officers	
Jeffrey J. Cote ⁽¹⁾	Chief Executive Officer ("CEO") and President
Brian K. Roberts	Executive Vice President and Chief Financial Officer ("CFO")
Paul S. Vasington ⁽²⁾	Former Executive Vice President and CFO
Lynne J. Caljouw	Executive Vice President, Chief Administrative Officer
Jennifer L. Slater	Executive Vice President, Performance Sensing, Vehicles Business Unit
George Verras	Executive Vice President, Chief Technology Officer

⁽¹⁾ Mr. Cote will retire as CEO and President effective April 30, 2024.

⁽²⁾ Mr. Vasington departed his position as CFO effective November 7, 2023, and served as an Advisor until April 2, 2024.

Executive Summary

Business Vision and Strategy

Sensata is a leading industrial technology company that develops sensors and sensor-based, mission-critical solutions to create valuable business insights for customers and end users. We provide a wide range of customized solutions that address increasingly complex engineering and operating performance requirements for our customers' applications. Our solutions enhance safety and reduce the environmental impact of thousands of consumer and industrial products worldwide. We execute our strategy with a disciplined focus towards targeted business priorities that guide and align our actions to fulfill the needs of our customers, shareholders, and employees. We expect to deliver industry-leading margins for our shareholders with sequential quarterly margin improvement in 2024, while also increasing investments in our growth opportunities and our people. We strive to outperform the markets we serve by delivering organic revenue growth in excess of changes in underlying end market production levels, and we are well positioned for growth. We will continue to prioritize de-leveraging while being opportunistic with share repurchases to further improve earnings per share and returns on invested capital.

Business Performance

In 2023, we produced a record \$4.054 billion in revenue, an increase of \$24.8 million from the prior year. We continued to feel the supply chain disruptions and inflationary challenges experienced around the world while facing foreign currency headwinds. Despite these challenges, we quickly and effectively adapted to rapidly changing conditions, delivering a third consecutive year of record annual revenue. We generated \$272 million in free cash flow over the full year, representing approximately 50% conversion of adjusted net income.

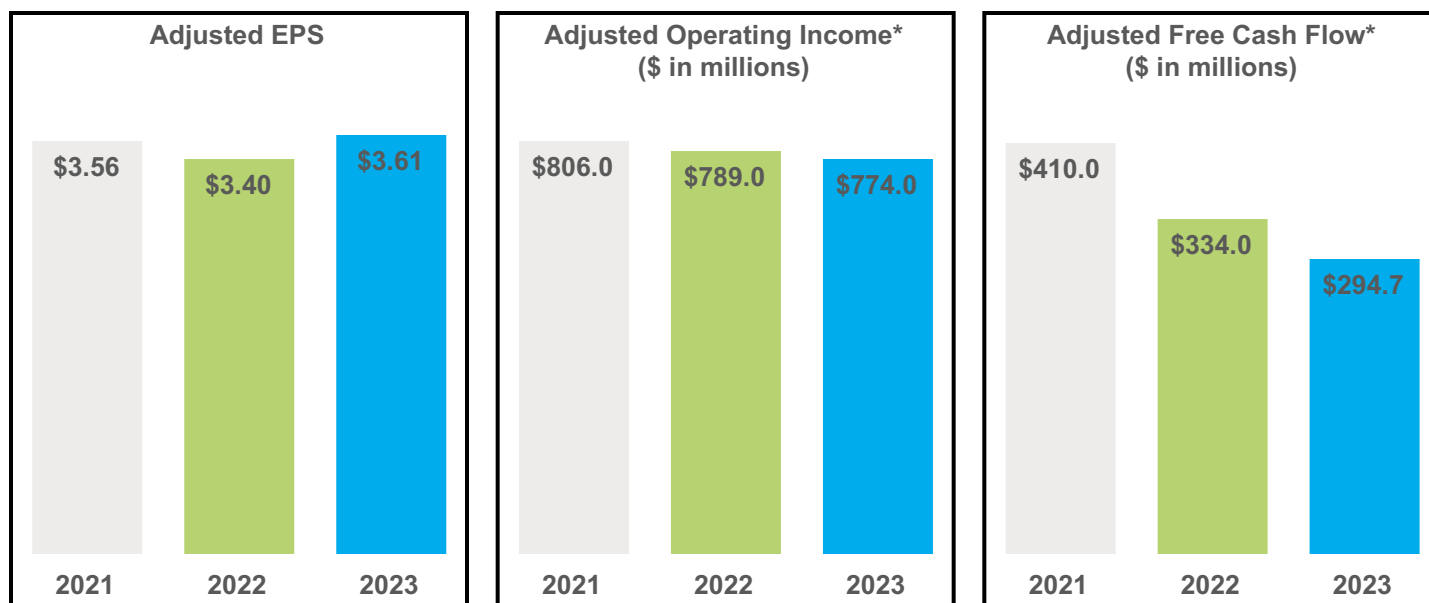
Our capital allocation strategy is demonstrating excellent results as our return on invested capital ("ROIC") increased by 40 basis points to 9.7% in 2023. In 2023, we paid down approximately \$850 million of higher interest rate debt by eliminating our term loan in the first half of 2023 and retiring our 2024 bonds in December. We also purchased \$88 million of Sensata stock in the open market and paid shareholders \$72 million in dividends. We remain committed to deleveraging the balance sheet going forward while also opportunistically undertaking share repurchases.

Our strategy for 2024 will focus on organic growth, improving adjusted operating margins, and increasing conversion of earnings to cash flow. And we will continue to return capital to shareholders through our dividend and opportunistic share repurchases.

Key accomplishments in 2023 included:

- Net revenue increased 0.6% to \$4.054 billion
- Electrification revenue of ~\$700 million, an increase of ~50% from 2022
- Awarded \$660 million in new business with greater than 50% in Electrification
- Repaid \$850 million in debt and reduced net leverage to 3.2x compared to 3.4x in 2022
- ROIC improved 40 bps to 9.7%
- Reduced greenhouse gas intensity by >6.5%, achieving our 2023 goal
- Returned capital to shareholders with \$88 million in share repurchases
- Raised quarterly dividend payment to shareholders to \$0.12 per share

Incentive Compensation Performance Highlights



* Adjusted Free Cash Flow for purposes of the 2023 Annual Incentive Bonus excluded the \$22.6 million impact from acquisition related retention costs deemed as compensation for U.S. GAAP purposes. Adjusted Operating Income for purposes of the 2022 Annual Incentive Bonus excluded the \$11.3 million impact from the divestiture of our Qinx business in July 2022 and final results were inclusive of a proforma based on the annual plan of our Qinx business. Adjusted Free Cash Flow for purposes of the 2022 Annual Incentive Bonus excluded the \$23 million impact from acquisition related retention costs deemed as compensation for U.S. GAAP purposes.

Executive Compensation Overview

Compensation Program Overview

Our Company provides compensation comprised of base salary, annual incentive bonus, and long-term equity incentive opportunities, and limited perquisites and benefits. The balance among these components is established annually by the Compensation Committee and is designed to recognize and pay for annual performance, retain key employees, and encourage future performance. When conducting its annual deliberations, the Compensation Committee reviews each component against both historical and recent comparative statistics as well as anticipated trends in compensation with comparison to our peer group. The Compensation Committee also considers pay and employment conditions of other employees within the Company (internal pay equity) in determining executive compensation. The Compensation Committee believes that the current design of our compensation program is appropriate and competitive.

Key Features of Our Executive Compensation Program

The Compensation Committee annually reviews the design of our executive compensation program to ensure it continues to be aligned with and promote the execution of our business strategy. The table below illustrates the connections between our business objectives, strategy, and incentive-based compensation elements, which we believe lead to the creation of shareholder value.

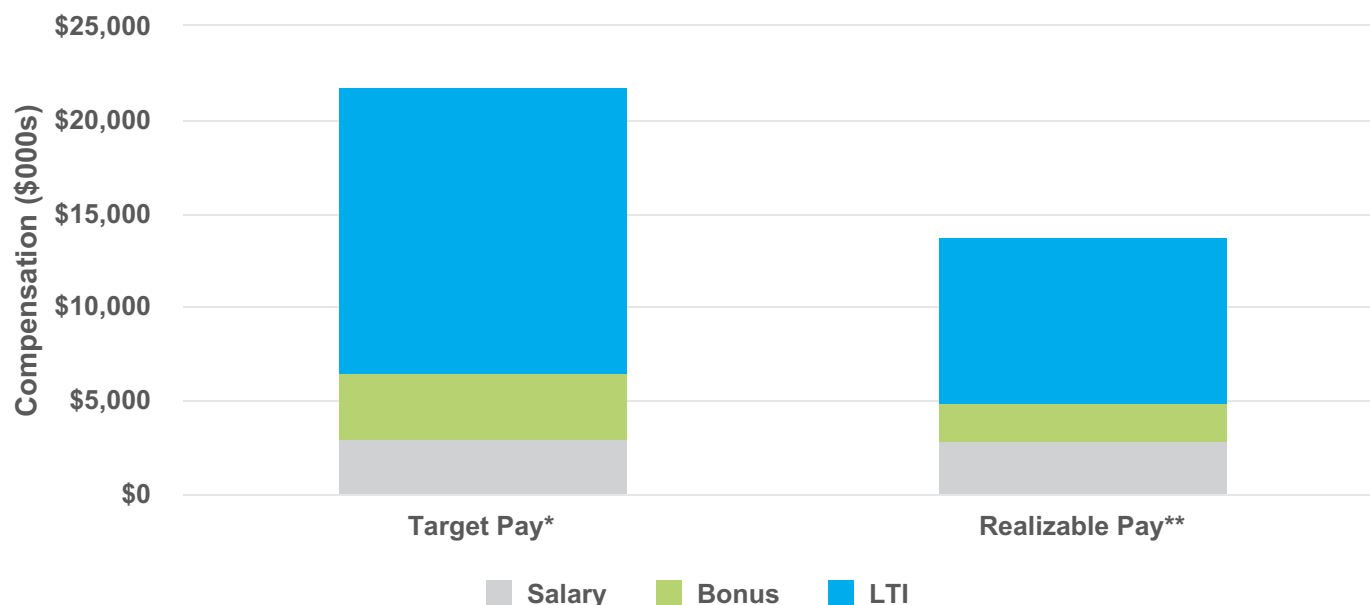
Compensation Program Element		Objective	Strategy	Key Metrics or Characteristics
Short-Term	Annual Incentive Bonus	Promote the achievement of the Company's annual strategic and financial goals; and incent and reward financial and operating performance	I Generate strong free cash flow to provide financial flexibility	Adjusted Free Cash Flow ⁽¹⁾ (1 Year)
			I Leverage global scale and highly integrated business model to drive productivity gains and expand margin dollars	Adjusted Operating Income ⁽¹⁾ (1 Year)
			I Achieve key strategic and financial goals	Performance Scorecard (1 Year)
Long-Term	RSUs	Promote executive retention, stock ownership, and alignment of interests with shareholders	I Increase Sensata's stock price to deliver value to our shareholders	3-Year Ratable Vesting Schedule
	PRSUs	Motivate executives to focus on continuously improving performance in key financial metrics believed to drive long-term shareholder value	I Focus on long-term, sustainable growth that benefits our shareholders	Relative Total Shareholder Return ("TSR") ⁽²⁾ (3 Years)
			I Efficient deployment of capital to achieve growth strategy as well as improve ROIC and financial flexibility	ROIC ⁽³⁾ (3 Years)

- (1) Adjusted Operating Income and Adjusted Free Cash Flow are non-GAAP measures that are used to help evaluate the success of our NEOs, as they are the performance criteria associated with our "pay at risk" compensation programs. They are also measures that management uses to evaluate our business performance. A reconciliation of (i) Adjusted Operating Income to Operating Income and (ii) Adjusted Free Cash Flow to Net Cash Provided by Operating Activities is included in Appendix B.
- (2) Relative TSR is the Company's TSR performance relative to the Automotive and Investor Relations peer group described on page 37.
- (3) ROIC is a non-GAAP measure that we define as Adjusted Earnings before Interest divided by Total Invested Capital. Adjusted Earnings before Interest is defined as net income, determined in accordance with U.S. GAAP, adjusted to exclude interest expense, as well as the following non-GAAP items, which comprise income or expense amounts recognized in connection with the following: depreciation and amortization related to the step-up to fair value of assets obtained through business combinations, amounts related to debt financings and other transactions, amounts related to restructuring, exit, and other activities, deferred gains or losses on our commodity forward contracts, and deferred income and other tax amounts. Total Invested Capital is defined as the trailing five quarter average of the sum of shareholders' equity, long-term debt, net deferred tax liabilities, and long-term finance lease and other financing obligations.

Our overall compensation program is structured to pay for performance, and to motivate executives to balance both the short- and long-term interests of our shareholders. The Compensation Committee believes that most of the compensation for NEOs should be "at risk" in the form of an annual incentive cash bonus and equity awards granted under our long-term incentive ("LTI") program. Payouts under the annual incentive bonus are dependent on, and tied to, achievement of annual performance goals set by the Compensation Committee. Equity awards granted under the 2023 LTI program include time-based restricted stock units ("RSUs"), which vest ratably across three years, and performance-based restricted stock units ("PRSUs"), which are focused on our TSR compared to peers and ROIC over a three-year period. The realized value of RSUs is tied to our stock performance, and the realized value of PRSUs is tied to our stock performance and long-term operating performance.

Our compensation program strives to align CEO compensation with Company performance and shareholder returns. Below is a three year aggregate view of CEO compensation illustrating our CEO Mr. Cote's realizable pay compared to his pay opportunities, which shows that as of December 31, 2023, the aggregate realizable pay for our CEO over the three-year period from 2021 to 2023 is approximately 74% of target pay.

3-Year Aggregate CEO Compensation (2021 - 2023)



* Target Pay is defined as the sum of base salary, annual incentive bonus target, the target grant date fair value of PRSUs and the grant date fair value of options and RSUs awarded over the three-year period from 2021 to 2023.

** Realizable Pay is defined as the sum of base salary, actual annual incentive bonus payout, and expected value of LTI awarded over the three-year period from 2021 to 2023. Expected value of LTI is market value of unvested RSUs (number of units times fiscal year 2023 closing price of our ordinary shares), market value of unexercised options (number of options times excess, if any, between fiscal year 2023 closing price of our ordinary shares and exercise price), and market value of unvested PRSUs (number of units expected to vest, taking into consideration actual performance versus targets, times fiscal year 2023 closing price of our ordinary shares).

2023 Compensation Program Performance

Despite record revenue, returning value to shareholders and the continued growth of our Electrification business, we continued to experience unprecedented change to the end markets that we serve, including material supply chain disruptions, extraordinary inflation and end market transformation. And while we have worked to navigate these challenges, there has been a short-term impact to our business, in the form of lower-than-expected revenue and adjusted operating margins. Based on our performance as described above, our eligible NEOs received the following payouts of performance-based compensation:

- Annual Incentive Bonus related to performance for fiscal year 2023 paid out at 28% of target for Mses. Caljouw and Slater and Mr. Verras and 0% for Messrs. Cote and Vasington (see the Annual Incentive Bonus section below for more details on the payout calculations). Mr. Roberts was not eligible for the 2023 Annual Incentive Bonus due to his hire date.
- PRSUs related to the performance period from January 1, 2021 to December 31, 2023 (the "2021 PRSUs") vested on April 1, 2024 at 74% of target for the NEOs who received the 2021 PRSU grants.

2023 Say on Pay Vote and Response to Shareholders' Feedback

We submitted our executive compensation program to an advisory vote of our shareholders at the 2023 Annual General Meeting of Shareholders, and it received overwhelming support of 97.6% of the votes cast. This is consistent with high advisory approval since 2015. In support of good governance, we regularly engage in a dialogue with nearly all of our significant shareholders in order to understand their perspectives on our compensation program and other corporate governance topics. The Compensation Committee considers shareholder feedback as part of its annual assessment of the Company's executive compensation program and policies. The Compensation Committee reaffirmed the core structure of our executive compensation program in fiscal year 2023 based on strong shareholder support for our prior year say-on-pay vote with the slight modifications made to our program for 2023 summarized in the table below. The Compensation Committee continues to monitor and consider shareholder feedback when making decisions involving executive compensation.

Changes to Our Compensation Program

2023	- Altered the metric weightings under the Annual Incentive Bonus, resulting in a mix of 37.5% Adjusted Operating Income, 37.5% Adjusted Free Cash Flow, and 25.0% Performance Scorecard - Updated the PRSU design to be 50% relative TSR and 50% ROIC - Removed Senior Vice Presidents (including the NEOs) and above from annual merit-based salary increase eligibility and will be eligible for market adjustments based on the scope of their role going forward
2024	- Changed Annual Incentive Bonus plan metric from Adjusted Operating Income to Adjusted Operating Income Margin Index - Removed the Performance Scorecard from the Annual Incentive Bonus resulting in Adjusted Operating Income Margin Index and Adjusted Free Cash Flow each accounting for 50% of the Annual Incentive Bonus

Executive Compensation Philosophy and Objectives

Our philosophy in establishing compensation policies for our NEOs is to reward executives for achieving individual and corporate performance objectives and to attract, motivate, and retain leaders who will drive the creation of shareholder value. The primary objectives of our overall executive compensation program for our NEOs are set out in the table below:

Objectives	
Attract and retain highly qualified executive officers	- Provide a competitive total pay package (base salary, bonus, long-term incentives, and benefits) - Regularly evaluate our pay programs against that of our peer group
Reward outstanding performance	- Provide annual short-term incentives that are based on the Company's performance of its financial and strategic goals - Grant annual long-term incentive awards that are based on individual performance and role
Promote and reward the achievement of long-term value-creation objectives	- Provide a significant portion of each NEO's total direct compensation in the form of variable compensation "pay at risk" - Align executive compensation with long-term performance - Tie vesting of 2023 PRSUs to the Company's Relative relative TSR performance and ROIC outcomes over the performance period - Administer plans to include three-year performance cycles on PRSUs and three-year ratable vesting schedules on time-based RSUs
Create performance accountability	Align performance targets under incentive programs with high growth expectations in support of our short- and long-term strategies
Align the interests of our NEOs with those of the Company and shareholders	Enforce share ownership guidelines, which encourage alignment between long-term shareholder value and management decisions

Compensation Best Practices

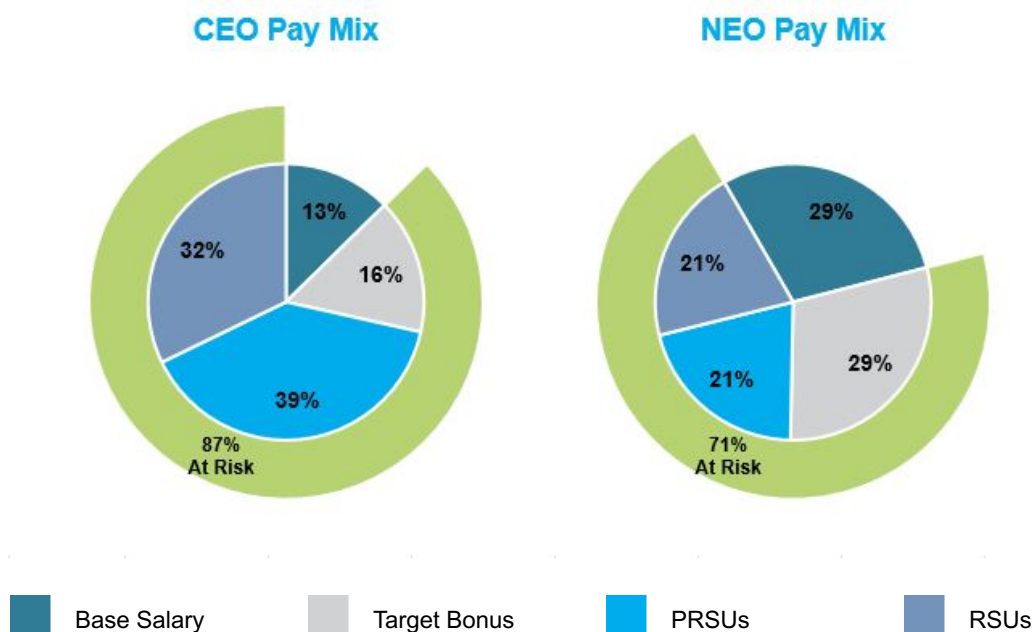
The following table highlights the executive compensation best practices used by the Company:

Compensation Best Practices
- Link annual incentive compensation to the achievement of our objective pre-established performance goals - Complete rigorous goal setting process annually - Use balanced performance metrics focused on both profitable earnings growth as well as strategic capital deployment - Provide the majority of our long-term incentive compensation through vehicles linked to shareholder value-creation (PRSUs) - Apply robust stock ownership guidelines and require 50% net after-tax retaining of shares until ownership guidelines are met - Maintain a claw-back policy - Evaluate the risk of our compensation program - Use an independent compensation consultant - Prohibit hedging or pledging of Company stock - Provide a “double-trigger” for potential change-in-control related cash or equity payments - Ban golden parachute excise tax gross-ups for executive officers upon a change-in-control - Limit perquisites - Maintain original financial targets for PRSUs - Forbid backdating or repricing of stock options without shareholder approval

Elements of Executive Compensation

Pay Mix

In alignment with our pay-for-performance philosophy, our total executive compensation pay mix is heavily weighted toward variable compensation, which helps to align the interests of our executives with long-term value-creation and shareholder interests. For 2023, annual and long-term variable, or at risk, incentive compensation represents 87% of target total direct compensation for our CEO and, on average, approximately 71% of target total direct compensation for our other NEOs.



Note: Mr. Roberts did not receive PRSUs in connection with his appointment as Executive Vice President, CFO, which resulted in our NEOs collectively receiving an equal percentage of PRSUs and RSUs in 2023.

Base Salary

The base salary for each NEO is based on that executive's scope of responsibilities, taking into account the competitive market compensation paid by companies within our established peer group to executives in similar positions. We believe that each of our executives' base salaries should generally be targeted around the market median of salaries paid to executives at comparable companies in similar positions, and with similar responsibilities, as further described in the section "Compensation Benchmarking and Survey Data."

Base salaries for executives are reviewed by the Compensation Committee at least annually. Annual adjustments to an executive's base salary take into account individual performance (based on achievement of predetermined goals and objectives), market position of the individual's current base salary versus our desired market positioning, our historical pay practices with respect to that position, affordability of any increase, and internal pay equity. The Compensation Committee may consider further adjustments to base salary for an executive after taking into account any changes to roles or responsibilities. Messrs. Cote and Vasington are our only NEOs who were also NEOs in 2022 and neither received a salary increase in the most recent fiscal year.

The following table provides information concerning the base salaries of our NEOs as of the end of our 2022 and 2023 fiscal years:

Named Executive Officer	2022	2023	% Increase
Jeffrey J. Cote	\$991,427	\$991,427	— %
Brian K. Roberts ⁽¹⁾	\$—	\$585,000	n/a
Paul S. Vasington	\$586,328	\$586,328	— %
Lynne J. Caljouw ⁽¹⁾	\$—	\$517,500	n/a
Jennifer L. Slater ⁽¹⁾	\$—	\$450,000	n/a
George Verras	\$517,500	\$517,500	n/a

⁽¹⁾ Mr. Roberts and Mes. Caljouw and Slater were not NEOs for 2022. Mr. Roberts' salary was determined upon his hiring effective November 2023.

Annual Incentive Bonus

Our NEOs participate in the executive annual incentive bonus program. Each year, we establish bonus targets for our executives based on the executive's scope of responsibilities and taking into account competitive market compensation data. The annual incentive bonus is targeted at a level that, when combined with the executive's base salary, yields total annual cash compensation that approximates the market median. For 2023, target annual incentive bonuses were established at the levels listed below, which are consistent with 2022 levels. Mr. Roberts was not eligible for the 2023 annual incentive bonus based on his hire date.

Named Executive Officer	2023 Annual Incentive Bonus Target (as a % of base salary)
Jeffrey J. Cote	125%
Brian K. Roberts	n/a
Paul S. Vasington	100%
Lynne J. Caljouw	100%
Jennifer L. Slater	100%
George Verras	100%

The Annual Incentive Bonus components for 2023 consisted of a Performance Scorecard and two financial performance metrics: (1) Adjusted Operating Income and (2) Adjusted Free Cash Flow. The Performance Scorecard will payout only if the Company reaches threshold performance for Adjusted Operating Income or Adjusted Free Cash Flow. For 2023, we altered the weightings for the Adjusted Operating Income and Adjusted Free Cash Flow components of the Annual Incentive Bonus from 52.5% and 22.5%, respectively, to 37.5% for each metric. The weighting for the Performance Scorecard remained at 25%. The overall Annual Incentive Bonus achievement for NEOs cannot exceed the achievement of the Company's bonus plan for its professional population, which is weighted 50% for Adjusted Operating Income and 50% for Adjusted Free Cash Flow. For 2023, the maximum payout for Adjusted Operating Income and Adjusted Free Cash Flow increased from 120% to 130% of Target to more closely align with our peer companies.

Annual Incentive Bonus payouts are calculated as follows:

$$\begin{array}{|c|} \hline \text{Annual Incentive Bonus Target} \\ \hline (\$) \end{array} \times \begin{array}{|c|} \hline \text{Achievement of Adjusted Operating Income Goal Relative to Target (\%)} \times 37.5\% \\ \hline \text{(weighting)} \end{array} + \begin{array}{|c|} \hline \text{Achievement of Adjusted Free Cash Flow Relative to Target (\%)} \times 37.5\% \\ \hline \text{(weighting)} \end{array} + \begin{array}{|c|} \hline \text{Achievement of Performance Scorecard} \times 25\% \\ \hline \text{(weighting)} \end{array} = \begin{array}{|c|} \hline \text{Annual Incentive Bonus Payout} \\ \hline (\$) \end{array}$$

Adjusted Operating Income

Adjusted Operating Income under the Annual Incentive Bonus excludes any impact from divestitures and final results are inclusive of a proforma based on the annual plan of any divested business. There were no such exclusions in 2023. In establishing the Adjusted Operating Income goal, the Compensation Committee considered recent earnings performance, management's near-term operating and financial plans, and shareholder expectations. The target 2023 Adjusted Operating Income goal of \$872 Million represented an increase of 10.5% versus 2022 Adjusted Operating Income performance. The table below sets forth the targets as they were approved for the Annual Incentive Bonus for the Company professional population as a whole. After such targets were approved, the Committee determined that for the executive officers, notwithstanding the table set forth below, they would not receive a payout for Adjusted Operating Income if 2023 Adjusted Operating Income performance did not exceed 2022 Adjusted Operating Income performance, which was \$777.9M.

	Adjusted Operating Income Goal (in Millions)	Percentage of Target Payout (37.5% of Total Bonus)
Threshold	\$710.0	25%
Hurdle	\$764.0	50%
Hurdle	\$818.0	75%
Target	\$872.0	100%
Max	\$1,136.4	130%

For 2023, Adjusted Operating Income was \$774 million, initially resulting in a 0% payout for the NEOs. However, after taking into account macroeconomic conditions, including the effect of currency exchange, the Committee decided to grant Mr. Cote the authority to make additional adjustments with respect to the bonus plan payouts for the NEOs. With this authority and upon considering individual performance (such as the successful assumption of new and expanded roles), Mr. Cote approved bonus plan payouts for Ms. Caljouw and Slater and Mr. Verras in an amount equivalent to a 55% achievement for Adjusted Operating Income, which aligns with the percentage achieved for the broader professional population.

Adjusted Free Cash Flow

Adjusted Free Cash Flow under the Annual Incentive Bonus excludes any impact from acquisition related retention costs deemed as compensation for U.S. GAAP purposes. Adjusted Free Cash Flow for purposes of the 2023 Annual Incentive Bonus excluded the \$22.6 million impact from such acquisition related retention costs. In establishing the Adjusted Free Cash Flow goal, the Compensation Committee considered recent cash flows, management's near-term operating and financial plans, and shareholder expectations. The target 2023 goal for Adjusted Free Cash Flow of \$489 Million and represented an increase of 46.4% versus 2022 Adjusted Free Cash Flow performance. The maximum payout percentage increased from 120% to 130% to better align with our peers.

	Adjusted Free Cash Flow (in Millions)	Percentage of Target Payout (37.5% of Total Bonus)
Threshold	\$339.0	25%
Hurdle	\$389.0	50%
Hurdle	\$439.0	75%
Target	\$489.0	100%
Max	\$698.0	130%

For 2023, Adjusted Free Cash Flow was \$294.7 million resulting in a 0% payout for the NEOs.

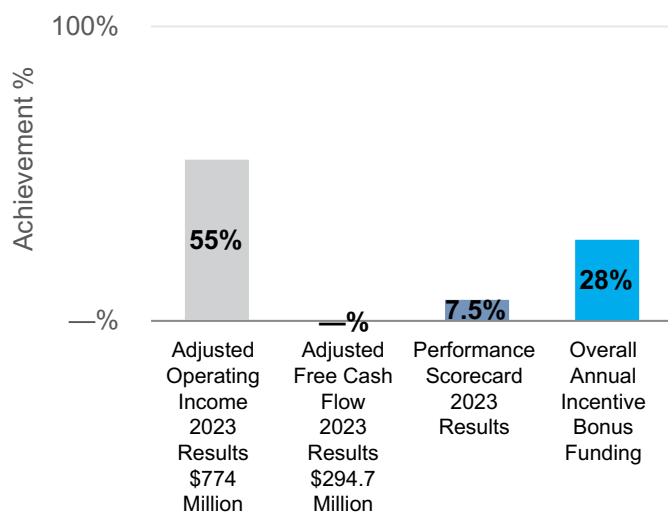
Performance Scorecard

The 2023 Performance Scorecard consists of five equally weighted goals, accounting for 25% of the total bonus funding. The Performance Scorecard is not a standalone metric for bonus payout and requires that either Adjusted Operating Income or Adjusted Free Cash Flow meet or exceed threshold performance. In developing the 2023 Performance Scorecard, the Compensation Committee considered how each individual goal connects to the Company's long-term strategy of growth, focus on corporate responsibility, and maximizes long-term shareholder value. For 2023, the blended achievement of the Performance Scorecard was 7.5% with results as follows:

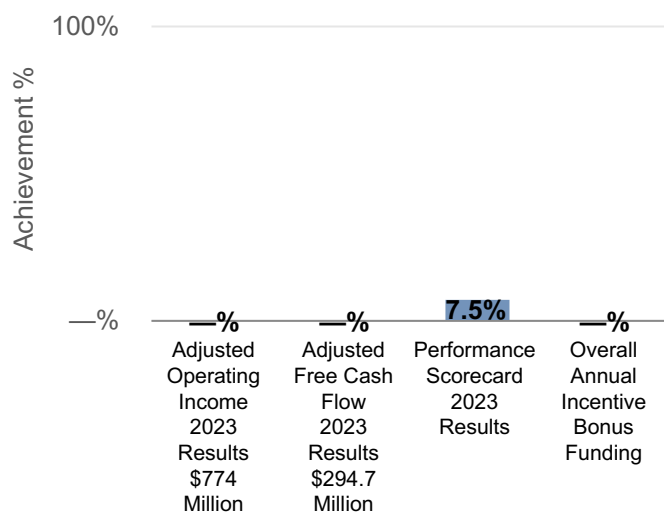
Individual Goal (each accounting for 5% of total bonus payout)	Threshold (50% Payout of Individual Goal)	Target (100% Payout of Individual Goal)	Max (150% Payout of Individual Goal)	Results	Achievement
On Time Delivery	85%	90%	95%	84%	0%
Outgrowth	4%	5%	6%	1.8%	0%
New Business Opportunity Wins	\$800M	\$900M	\$1,000M	\$657M	0%
Senior Director and Above Retention	85%	90%	95%	74.8%	0%
Greenhouse Gas Intensity Reduction	4%	5%	6%	>6%	150%

Actual Performance Against Adjusted Operating Income, Adjusted Free Cash Flow, and the Performance Score

Annual Incentive Bonus Achievement for Mses. Caljouw and Slater and Mr. Verras



Annual Incentive Bonus Achievement for Messrs. Cote and Vasington



2023 Annual Incentive Bonus Results

Based on the Company's performance, the table below shows the actual bonus results for those NEOs eligible to receive the 2023 Annual Incentive Bonus:

Named Executive Officer	Annual Incentive Bonus Target (%)	Annual Incentive Bonus Target	Achievement of Adjusted Operating Income Relative to Target	Achievement of Free Cash Flow Relative to Target	Achievement of Performance Scorecard Relative to Target	Annual Incentive Bonus Payout	2023 Annual Incentive Bonus Payout as a % of Target
Jeffrey J. Cote ⁽¹⁾	125%	\$1,239,284	—%	—%	7.5%	\$0	—%
Brian K. Roberts ⁽²⁾	—%	\$—	—%	—%	—%	\$0	—%
Paul S. Vasington ⁽¹⁾	100%	\$586,328	—%	—%	7.5%	\$0	—%
Lynne J. Caljouw	100%	\$517,500	55%	—%	7.5%	\$144,900	28%
Jennifer L. Slater	100%	\$450,000	55%	—%	7.5%	\$126,000	28%
George Verras	100%	\$517,500	55%	—%	7.5%	\$144,900	28%

¹ Messrs. Cote and Vasington did not receive a payout of the 2023 Annual Incentive Bonus, because they did not achieve threshold performance for Adjusted Operating Income or Adjusted Free Cash Flow.

² Due to his hire date, Mr. Roberts was not eligible for the 2023 Annual Incentive Bonus.

Equity Compensation

We grant long-term equity compensation to our executive officers and other key employees as part of our balanced compensation program with intent to accomplish the following main objectives:

- balance and align the interests of participants and shareholders;
- reward participants for demonstrated leadership and performance aimed toward the creation of shareholder value;
- increase equity holding levels for key employees;
- ensure competitive levels of compensation opportunity in line with our peer group; and
- assist in attracting, retaining, and motivating key employees, including the NEOs.

The 2023 NEO grants were awarded under the Sensata Technologies Holding plc 2021 Equity Incentive Plan (the "2021 Equity Incentive Plan").

2023 Long-Term Incentive Program

Our 2023 LTI program for the NEOs approved by the Compensation Committee in March 2023 consisted of approximately 55% PRSUs and 45% RSUs. The grant total date values of 2023 LTI awards were as follows:

Named Executive Officer	2023 LTI Annual Grant Amount ⁽¹⁾
Jeffrey J. Cote	\$5,060,000
Brian K. Roberts ⁽²⁾	\$250,000
Paul S. Vasington	\$1,500,000
Lynne J. Caljouw	\$900,000
Jennifer L. Slater	\$600,000
George Verras	\$900,000

(1) The annual grant under the LTI program for each of the Company's NEOs is determined by taking the annual grant amount and dividing it by the closing price of an Ordinary Share as reported on the New York Stock Exchange (the "NYSE") on the grant date, which amount is then rounded up to the next whole unit.

(2) Reflects Mr. Roberts' grant of RSUs awarded in accordance with his offer letter when he was appointed Executive Vice President, CFO, in November 2023.

Restricted Stock Units

RSUs were granted on (i) April 1, 2023 with a fair market value of \$50.02 (per unit) as of the grant date to Messrs. Cote, Vasington, and Verras and Ms. Caljouw and Slater, and (ii) on November 7, 2023 with a fair market value of \$31.61 (per unit) as of the grant date to Mr. Roberts. All RSUs are subject to ratable vesting of one-third on the annual anniversary of the grant date for three years.

Performance-based Restricted Stock Units

PRSUs were granted on April 1, 2023 with a fair market value of \$50.02 (per unit) as of the grant date.¹ The PRSUs are subject to cliff vesting on the third anniversary of the grant date. The number of PRSUs that ultimately will vest depends on the Company's Relative TSR performance and ROIC for each of the fiscal years 2023 through 2025. Relative TSR performance means the Company's TSR performance when ranked among the TSR of a peer group, as set forth below, during the applicable performance year. ROIC means the Company's adjusted earnings before interest divided by total invested capital.

The Compensation Committee strives to establish challenging but attainable targets with heavy stretch goals for maximum payout. Relative TSR performance and ROIC targets for each of the years in the three-year performance period are set at the beginning of the performance period, and take into account, among other things, management's short- and long-term financial and operating plans and shareholder expectations. At the end of each year in the performance period, the award agreement provides that our actual results will be measured against that year's TSR performance of the peer group and our pre-set ROIC targets. One-third of each PRSU award is "banked" as adjusted for performance, after each year, with banked portions subject to continued time vesting over the three-year period. At the end of the performance period, if the three-year compound annual growth rate ("CAGR") for our Relative TSR performance is greater than the 50th percentile

¹ The number of PRSUs granted on April 1, 2023 was determined by the closing price of an Ordinary Share on the NYSE on the grant date. For purposes of the Summary Compensation Table, the fair market value of the PRSUs used a Monte Carlo simulation pricing model.

of the three-year CAGR TSR performance of the peer group, a calculation based on 100% of the PRSUs granted is used to determine the payout of PRSUs.

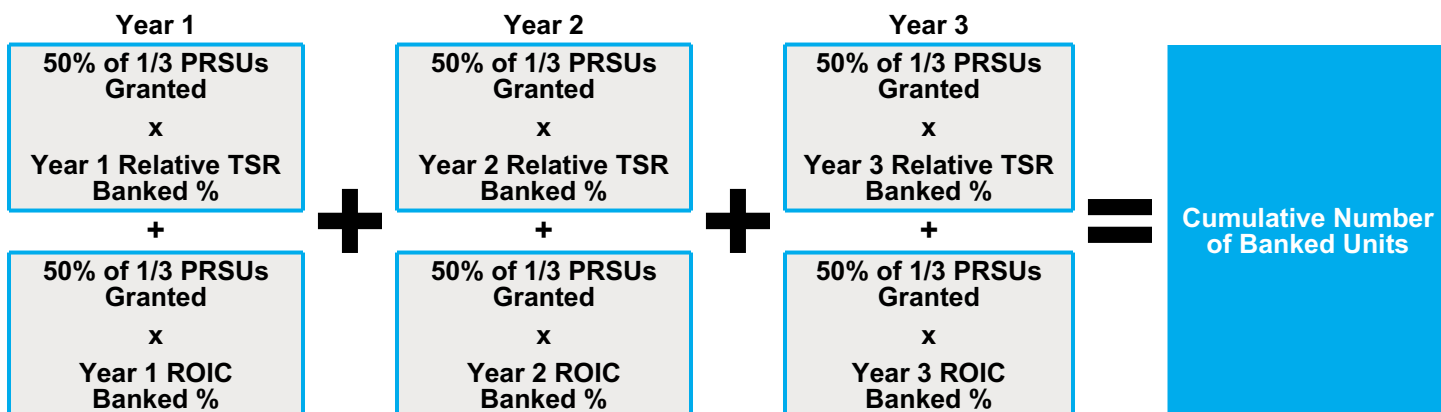
The tables below illustrate how the ultimate payout of the 2023 PRSUs is calculated:

	Relative TSR (annual periods) - 50% of PRSUs Awarded						3-Year CAGR	
	Year 1 Relative TSR Performance	Year 1 Banked Units ⁽¹⁾	Year 2 Relative TSR Performance	Year 2 Banked Units ⁽¹⁾	Year 3 Relative TSR Performance	Year 3 Banked Units ⁽¹⁾	3-Year CAGR Relative TSR Performance	3-Year CAGR Modifier ⁽¹⁾
Threshold	25th %tile	50%	25th %tile	50%	25th %tile	50%	n/a	n/a
Target	50th %tile	100%	50th %tile	100%	50th %tile	100%	50th %tile	100%
Maximum	75th %tile	100%	75th %tile	125%	75th %tile	150%	75th %tile	150%

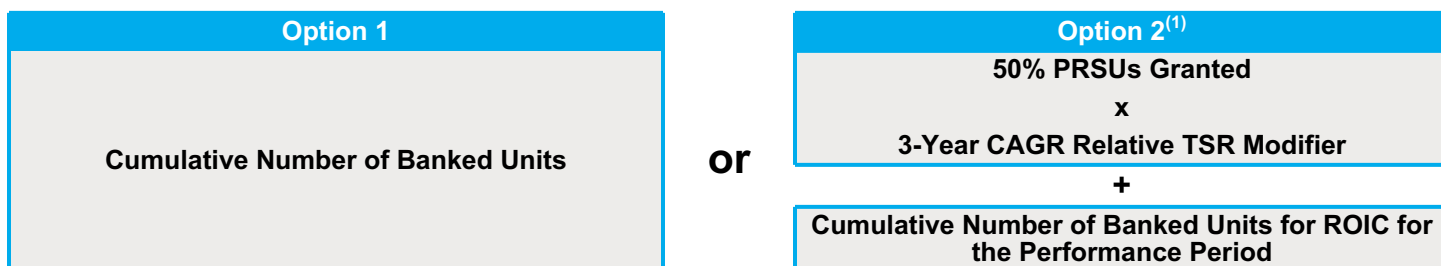
⁽¹⁾ The banked units percentage for each year within the three-year performance period will be interpolated on a straight-line basis provided the Threshold is met.

	ROIC (annual periods) - 50% of PRSUs Awarded						
	Year 1 ROIC Target	Year 1 Banked Units ⁽¹⁾	Year 2 ROIC Target	Year 2 Banked Units ⁽¹⁾	Year 3 ROIC Target	Year 3 Banked Units ⁽¹⁾	
Threshold	8%	50%	8%	50%	8%	50%	
Target	10%	100%	11.5%	100%	12.8%	100%	
Maximum	12%	150%	15%	150%	17.6%	150%	

⁽¹⁾ The banked units percentage for each year within the three-year performance period will be interpolated on a straight-line basis provided the Threshold is met.



On the vesting date, the number of PRSUs that will vest is the greater of:



⁽¹⁾ Option 2 can only be applied if three-year CAGR Relative TSR Performance is greater than the 50th percentile of the three-year CAGR TSR performance of the peer group.

We believe this approach to compare annual Relative TSR within the three-year performance period relative to our peer group strengthens our executives' incentives to achieve superior earnings results.

Our peer group for purposes of Relative TSR performance is a blend of our Automotive and Investor Relations peers. If a peer group company is dissolved or acquired, it is removed from the peer group for any uncompleted performance year and the three-year CAGR Relative Performance calculation. For 2023, the Compensation Committee removed Fortive Corporation, Rockwell Automation, Inc., and Roper Technologies, Inc. and added Regal Rexnord Corporation and Stoneridge, Inc. to the Relative TSR peer group. Thus, the 2023 Relative TSR peer group consists of the following companies:

American Axle & Manufacturing, Inc.	AMETEK, Inc.	Amphenol Corporation
Aptiv plc	Autoliv Inc.	BorgWarner, Inc.
Dana Incorporated	Gentex Corporation	Gentherm Incorporated
Lear Corporation	Littelfuse, Inc.	Melexis SA
Regal Rexnord Corporation	Stoneridge, Inc.	TE Connectivity Ltd
Visteon Corporation		

2023 PRSUs (2023 - 2025)

On April 1, 2024, 46% of the 2023 PRSUs banked for 2023 performance as set forth below:

	2023	2024	2025
Relative TSR Performance Target	50th %ile	50th %ile	50th %ile
Relative TSR Performance Achieved	13%	n/a	n/a
Relative TSR Performance Banked %	—%	n/a	n/a
ROIC Performance Target	10%	12%	13%
ROIC Performance Achieved	9.7%	n/a	n/a
ROIC Performance Banked %	93%	n/a	n/a
% Banked	46%	n/a	n/a

2022 PRSUs (2022 - 2024)

On April 1, 2024, 60% of the 2022 PRSUs banked for 2023 performance as set forth below:

	2022	2023	2024
Relative Adjusted EPS Growth Target	50th %ile	50th %ile	50th %ile
Relative Adjusted EPS Growth Achieved	29%	35%	n/a
% of Relative Adjusted EPS Target Achieved	58%	70%	n/a
Relative Adjusted EPS Banked %	58%	70%	n/a
ROIC Target	10% - 15%	10% - 15%	10% - 15%
ROIC Achieved	9.3%	9.7%	n/a
ROIC Modifier	0.85	0.85	n/a
% Banked	50%	60%	n/a

2021 PRSUs (2021 - 2023)

On April 1, 2024, 74% of the 2021 PRSUs vested for the 2021 - 2023 performance period as set forth below:

The Company granted PRSUs to the then-NEOs on April 1, 2021, which were subject to cliff vesting on the third anniversary of the grant date. The number of PRSUs that ultimately vested was subject to the Company's Adjusted EPS year-over-year growth performance when ranked among the Adjusted EPS year-over-year growth performance of a peer group and ROIC performance. Based on the achievement in 2023, 66% of the 2021 PRSUs banked for 2023 performance. Based on the performance during the performance period, 74% of the 2021 PRSUs vested on April 1, 2024 as set forth below. The 3-Year CAGR Modifier is not applicable to the 2021 PRSUs, because 3-Year CAGR Relative Adjusted EPS Growth Performance did not exceed the 50th percentile for the peer group and Year 3 ROIC was less than 10%.

	2021	2022	2023
Relative Adjusted EPS Growth Target	50th %ile	50th %ile	50th %ile
Relative Adjusted EPS Growth Achieved	72%	33%	39%
% of Relative Adjusted EPS Target Achieved	142%	66%	78%
Relative Adjusted EPS Banked %	100%	67%	78%
ROIC Target	10% - 15%	10% - 15%	10% - 15%
ROIC Achieved	10.4%	9.3%	9.7%
ROIC Modifier	1.00	0.85	0.85
% Banked	100%	57%	66%

1/3 PRSUs Granted x 2021 Relative Adjusted EPS Growth Banked % x 2021 ROIC Modifier	+	1/3 PRSUs Granted x 2022 Relative Adjusted EPS Growth Banked % x 2022 ROIC Modifier	+	1/3 PRSUs Granted x 2023 Relative Adjusted EPS Growth Banked % x 2023 ROIC Modifier	=	2021 PRSUs Total Vest 74%
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Retirement and Other Benefits

Certain NEOs are eligible to participate in the retirement and benefit programs as described below. The Compensation Committee reviews the overall cost to the Company of the various programs generally when changes are proposed. The Compensation Committee believes the benefits provided by these programs are important factors in attracting and retaining executive officers, including the NEOs.

All retirement plans provided for employees duplicate benefits provided previously to participants under plans sponsored by Texas Instruments and recognize prior service with Texas Instruments.

401(k) Savings Plan. The NEOs are eligible to participate in our 401(k) savings plan on the same basis as all other eligible employees. The plan provides for an employer-matching contribution up to 4% of the employee's annual eligible earnings. All of the NEOs were participants in this plan during 2023.

Health and Welfare Plans. We provide medical, dental, vision, life insurance, and disability benefits to all eligible non-contractual employees. The NEOs are eligible to participate in these benefits on the same basis as all other employees.

Perquisites. In addition to the components of compensation discussed above, we offer limited perquisites to the NEOs. See "Summary Compensation Table" below for a summary of the reportable perquisites for the NEOs.

Compensation Risk Controls

Stock Ownership Policy

The Company has a Stock Ownership Policy, applicable to all Senior Vice Presidents and above, Section 16 officers, and non-employee directors (collectively, "Covered Individuals"), to ensure that the Covered Individuals maintain a meaningful ownership stake in the Company and that they are encouraged to take a long-term view on value creation. The Stock Ownership Policy requires each Covered Individual to satisfy a stock ownership requirement as set forth in the table below. Each Covered Individual must satisfy their applicable ownership requirement within five years of their date of hire, appointment, or election to a position covered by this Stock Ownership Policy or their promotion into a position with a higher ownership requirement. All of the NEOs currently meet the stock ownership requirement or are on track to meet the stock ownership requirement within their designated time frame.

Position	Ownership Requirement
CEO	6x base salary
Executive Vice President	3x base salary
Senior Vice President	2x base salary
Section 16 Officer - Vice President	1x base salary

Unless a Covered Individual has satisfied their applicable Ownership Requirement, the Covered Individual is required to retain an amount equal to 50% of the net shares received as the result of the exercise, vesting, or payment of any Sensata equity awards granted to the Covered Individual.

Shares Counted for Ownership Requirement	Shares Not Counted for Ownership Requirement
Directly and Indirectly Held shares of Sensata stock	Stock Options (whether vested or unvested)
Unvested RSUs	Unvested and unbanked PRSUs
Banked PRSUs	

Anti-hedging/Anti-pledging Policy

The Company has a robust Insider Trading Policy that applies to all directors, officers, and employees, including their respective family members. These insiders may not engage in any of the following transactions with respect to the Company's ordinary shares: (i) short sales; (ii) buying or selling options (excluding options granted pursuant to the Company's long-term equity incentive plans), including puts or calls; (iii) holding the Company's securities in margin accounts and/or pledging such securities as collateral; (iv) hedging transactions (including with respect to any SEC Rule 10b5-1 Trading Plan); and (v) any standing orders exceeding five business days (unless it is a standing order incorporated into any SEC Rule 10b5-1 Trading Plan).

Claw-back Policy

The Compensation Committee revised the Company's recoupment ("claw-back") policy in July 2023 to comply with NYSE listing standards. Pursuant to the revised claw-back policy, the Company is required to recover erroneously awarded compensation, including bonus and equity compensation, in the event of a financial restatement. The Compensation Committee had discretion under the previous claw-back policy, which also required the financial restatement be caused by misconduct of the executive. The Company's claw-back policy was filed with our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Process and Procedure for Determining Executive Compensation

Role and Function of the Compensation Committee

The Compensation Committee is responsible for reviewing and approving each element of compensation for the NEOs. The Compensation Committee also reviews our overall compensation philosophy and objectives on an annual basis. The Compensation Committee is also involved with risk review of our compensation policies and practices, and has concluded that our compensation program does not incentivize executives or employees to take actions that would result in a material adverse impact on the Company.

The Compensation Committee has the sole authority to retain and to terminate a compensation consultant and to approve the consultant's fees and all other terms of the engagement. The compensation consultant advises the Compensation Committee on all matters related to the compensation of the NEOs and assists the Compensation Committee in interpreting data provided by us, as well as additional data provided by the compensation consultant. The Compensation Committee has retained Frederic W. Cook & Co., Inc. ("FW Cook") as its compensation consultant since 2015. FW Cook prepares materials for, and participates in, all Compensation Committee meetings. The Compensation Committee has the ability to hold an executive session with the compensation consultant during each meeting at which the consultant is present. No members of management are present at the executive sessions unless requested by the Compensation Committee.

The Compensation Committee makes an independent determination on all matters related to compensation of the NEOs. In making its determinations, the Compensation Committee may seek the views of the CEO on whether the existing compensation policies and practices continue to support our business objectives, the appropriateness of performance goals, the Company's performance, and the contributions of the other NEOs to that performance.

The Compensation Committee may also consult with the Chief Administrative Officer or other members of Human Resources on matters related to the design, administration, and operation of our compensation program. The Compensation Committee has delegated administrative responsibilities for implementing its decisions on compensation and benefit related matters to the Chief Administrative Officer, who reports directly to the Compensation Committee regarding the actions she has taken under this delegation.

In the selection of FW Cook as its independent compensation consultant, the Compensation Committee considered the independence of FW Cook in light of SEC rules and NYSE listing standards. Specifically, the Compensation Committee considered the following factors: (i) other services provided to us by FW Cook; (ii) fees paid by us as a percentage of FW Cook's total revenue; (iii) policies or procedures maintained by FW Cook that are designed to prevent a conflict of interest; (iv) any business or personal relationships between the individual consultant(s) from FW Cook involved in the engagement and a member of the Compensation Committee; (v) any Company stock owned by FW Cook or the individual consultant(s) of FW Cook involved in the engagement; (vi) any business or personal relationships between our executive officers and FW Cook or the individual consultant(s) involved in the engagement; and (vii) other factors deemed relevant by the Company or the Compensation Committee to the independence of FW Cook. In October 2023, the Compensation Committee concluded that FW Cook is independent under these rules and standards.

FW Cook charges the Company on an hourly rate plus expense basis. During the year ended December 31, 2023, the Company paid FW Cook \$176,953 for its services.

Role of Officers in Determining Compensation

The Chief Executive Officer and Chief Administrative Officer provide analysis and recommendations on compensation issues and attend Compensation Committee meetings as requested by members of the Compensation Committee. The Compensation Committee also meets in executive sessions without any executive officers present. All decisions related to the compensation of the NEOs are ultimately made by the Compensation Committee.

Compensation Benchmarking and Survey Data

As part of establishing the total compensation packages for our NEOs for 2023, the Compensation Committee reviewed compensation packages for executive officers holding comparable positions, based on similarity of job content, at comparable companies. Annually FW Cook reviews a list of comparable companies for compensation benchmarking based on our industry, size and financial profile, including revenue and market capitalization. The list of comparable companies recommended by FW Cook was approved by the Compensation Committee in October 2022. The updated peer group removed Amphenol Corporation and Dana Incorporated and added Fortive Corporation, Generac Holdings, Inc., Teredyne, Inc., and Visteon Incorporated. As such, the 2023 peer group consisted of the following companies:

AMETEK, Inc.	BorgWarner, Inc.	Curtiss-Wright Corporation
Dover Corporation	Flowserve Corporation	Fortive Corporation
Generac Holdings, Inc.	Gentex Corporation	Hubbell Inc.
ITT, Inc.	Keysight Technologies, Inc.	Littelfuse, Inc.
Moog, Inc.	Regal Beloit Corporation	Rockwell Automation, Inc.
Roper Technologies, Inc.	Skyworks Solutions, Inc.	Teledyne Technologies, Inc.
Teredyne, Inc.	Trimble, Inc.	Vertiv Group Corporation
Visteon Incorporated	Woodward, Inc.	

The Compensation Committee utilizes the peer group to provide context for its compensation decision making. The compensation paid by peer group companies to their respective executive officers does not factor into the Compensation Committee's determination of the peer group. After the peer group companies were selected, FW Cook prepared and presented a report to the Compensation Committee summarizing comparisons of our NEO compensation to that of comparable executives within the 2023 peer group. Each of the elements of compensation (base salary, short-term incentive target, and long-term stock-based compensation awards) is reviewed as part of this analysis and evaluation.

Employment Agreements and Change In Control Provisions

We have employment agreements in place with each of our current NEOs, and because each NEO is a U.S. resident, the employment agreements are with our primary U.S. operating subsidiary, Sensata Technologies, Inc. ("STI"). The agreements are for a one-year term, automatically renewing for successive additional one-year terms. The agreements provide for an annual base salary and eligibility to earn an annual incentive bonus in an amount equal to a certain percentage of their annual base salary, as previously described. Whether by express agreement, or by Company policy and practice applying to all STI officers, if any NEO is terminated without "cause," or if the NEO terminates his or her employment for "good reason" during the employment term, the NEO will be entitled to a severance payment equal to one year of his or her annual base salary plus an amount equal to the average of the NEO's annual incentive bonus payments for the two years preceding his or her termination.

Mr. Cote's employment agreement includes severance provisions of (i) a severance payment equal to two years of his then current base salary, (ii) an amount equal to the sum of the annual incentive bonus payments received in the two

years preceding his termination, and (iii) continuation of his health and welfare benefits to run concurrent with his COBRA period.

Under the employment agreements, "cause" means one or more of the following: (i) the indictment for a felony or other crime involving moral turpitude or the commission of any other act or any omission to act involving fraud with respect to the Company or any of its subsidiaries or any of their customers or suppliers; (ii) any act or any omission to act involving dishonesty or disloyalty, which causes, or in the good faith judgment of the Company's Board of Directors would be reasonably likely to cause, material harm (including reputational harm) to the Company or any of its subsidiaries or any of their customers or suppliers; (iii) any (A) repeated abuse of alcohol or (B) abuse of controlled substances, in either case, that adversely affects the NEO's work performance (and, in the case of clause (A), continues to occur at any time more than 30 days after the NEO has been given written notice thereof) or brings the Company or its subsidiaries into public disgrace or disrepute; (iv) the failure by the NEO to substantially perform duties as reasonably directed by the Company's Board of Directors or the NEO's supervisor(s), which non-performance remains uncured for 10 days after written notice thereof is given to the NEO; (v) willful misconduct with respect to the Company or any of its subsidiaries, which misconducts causes, or in the good faith judgment of the Company's Board of Directors would be reasonably likely to cause, material harm (including reputational harm) to the Company or any of its subsidiaries; or (vi) any breach by the NEO of certain provisions of the employment agreements or any other material breach of the employment agreements or equity plan award agreements.

Under the employment agreements, "good reason" means one or more of the following: (i) any reduction in base salary or bonus opportunity, without prior consent, in either case other than any reduction which (A) is generally applicable to senior leadership team executives of STI and (B) does not exceed 15% of the NEO's base salary and bonus opportunity in the aggregate; (ii) any material breach by STI or any of its subsidiaries of any agreement with the NEO; (iii) a change in principal office, without prior consent, to a location that is more than 50 miles from the NEO's principal office on the date thereof; or (iv) in the case of the agreement for Mr. Vasington, delivery by STI of a notice of non-renewal of the term of the employment agreement.

The Letter Amendment to Mr. Vasington's employment agreement executed October 26, 2023 provided that Mr. Vasington would serve as an Advisor from November 7, 2023 to April 2, 2024 unless terminated earlier. As an Advisor, Mr. Vasington received a base salary of \$48,861 monthly and could continue to participate in the Company's benefits programs, with the exception of accruing vacation pay.

In addition to the severance provisions summarized above, in connection with his appointment as Executive Vice President, Chief Financial Officer, Mr. Roberts received a \$250,000 sign-on bonus payable in cash and a \$250,000 grant of RSUs on November 7, 2023.

We believe that these agreements serve to maintain the focus of our NEOs and ensure that their attention, efforts, and commitment are aligned with maximizing our success. These agreements serve to minimize distractions involving executive management that might arise when the Board of Directors is considering possible strategic transactions involving a change in control and assure continuity of executive management and objective input to the Board when it is considering any strategic transaction.

For more information regarding change in control provisions, refer to the "Potential Payments upon Termination or a Change in Control" section of this Proxy Statement.

Risk Management and Assessment

In setting our compensation policies and practices, including the compensation of the NEOs, the Compensation Committee considers the risks to our shareholders and the achievement of our goals that may be inherent in such policies and practices. The Compensation Committee believes the compensation policies and practices that we have adopted are appropriately structured and are not reasonably likely to have a material adverse effect on the Company. In particular:

- A significant portion of our executives' compensation is performance-based and subject to short- and long-term performance of the Company.
- We believe that incentive programs tied to the achievement of our strategic objectives, financial performance goals, and specific individual goals appropriately provide executives, including the NEOs, and other employees the incentive to focus on delivering shareholder value.
- We believe that equity compensation helps reduce compensation risk by balancing financial and strategic goals against other factors management may consider to ensure long-term shareholder value is being sought. Therefore, a significant portion of compensation is delivered in equity (RSUs and PRSUs) with multi-year vesting.
- We believe that stock ownership guidelines and vesting restrictions on equity awards serve as effective retention mechanisms and align the interests of employees, including the NEOs, with long-term shareholder value.

COMPENSATION COMMITTEE REPORT

The Compensation Committee has reviewed and discussed the foregoing Compensation Discussion and Analysis with management. Based on its review and discussions, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this Proxy Statement and incorporated by reference into the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

From the members of the Compensation Committee:

Lorraine A. Bolsinger (Chair)

Daniel L. Black

Constance E. Skidmore

Jugal Vijayvargiya

TABLES AND NARRATIVE DISCLOSURE

Summary Compensation Table

The following table sets forth information required under applicable SEC rules about the compensation for the years ended December 31, 2023, 2022, and 2021 of (i) our CEO, (ii) our CFO, and (iii) the three other persons serving as executive officers at the end of fiscal 2023 who were the most highly compensated executive officers of the Company in fiscal 2023. These six officers are referred to as the NEOs in this proxy statement.

Name and Principal Position	Fiscal Year	Salary (\$) ⁽¹⁾	Bonus (\$)	Stock Awards (\$) ⁽²⁾	Non-Equity Incentive Plan Compensation (\$) ⁽³⁾	Change in Pension Value and Non-Qualified Deferred Compensation Earnings (\$)	All Other Compensation (\$) ⁽⁴⁾	Total (\$)
Jeffrey J. Cote, CEO and President	2023	991,427		5,768,757	—		40,636	6,800,820
	2022	985,839		5,060,044	743,570	—	39,639	6,829,092
	2021	953,250		4,600,088	1,206,954	—	37,971	6,798,263
Paul S. Vasington, Former EVP, Chief Financial Officer and Advisor	2023	586,328		1,545,243	—		38,545	2,170,116
	2022	583,023		1,500,064	351,797	—	36,664	2,471,548
	2021	563,750		1,500,036	594,825	—	35,964	2,694,575
Brian K. Roberts EVP, Chief Financial Officer	2023	99,531	250,000	250,003	—		2,196	601,730
George Verras, EVP, Chief Technology Officer	2023	517,500		927,180	144,900		36,928	1,626,508
	2022	484,737		750,057	310,500	—	31,601	1,576,895
Lynne J. Caljouw EVP, Chief Administrative Officer	2023	517,500		900,060	144,900		21,301	1,583,761
Jennifer L. Slater EVP, Sensing Solutions, Vehicles	2023	444,990		618,118	126,000		30,363	1,219,471

- (1) Base salary shown here may differ with the base salaries shown in the "Compensation Discussion and Analysis" due to base salary increases that went into effect during the year.
- (2) Represents the aggregate grant date fair value of RSUs and PRSUs granted in the years ended December 31, 2023, 2022, and 2021 calculated in accordance with Accounting Standards Codification ("ASC") Topic 718, Stock Compensation ("ASC 718"). See Note 4, "Share-Based Payment Plans," of our audited consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 for further discussion of the relevant assumptions used in calculating the grant date fair value. With respect to PRSUs granted, the number of securities that vest will depend on the extent to which certain performance criteria are met and could range between 0% and 172.5% of the number of units granted for the 2021 and 2022 awards, and a range between 0% and 150% for the 2023 awards. The maximum value of PRSUs are as follows: Mr. Cote - \$4,620,047; Mr. Vasington - \$1,237,545; Mr. Verras - \$742,572; Ms. Caljouw - \$742,572; and Ms. Slater - \$495,048. The number of PRSUs and RSUs granted to each NEO during 2023 is detailed in the Grants of Plan Based Awards Table.
- (3) Represents the annual incentive bonus awarded to each NEO. See "Compensation Discussion and Analysis-Elements of Executive Compensation-Annual Incentive Bonus" for more information.
- (4) The table below presents an itemized account of "All Other Compensation" provided to the NEOs, regardless of the amount and any minimal thresholds provided under the SEC rules and regulations.

Name	Fiscal Year	Financial Counseling (\$) ⁽¹⁾	Insurance Premium Contributions (\$) ⁽²⁾	Matching Contributions to 401(k) Plan (\$)	Relocation (\$)	All Other Payments (\$)	Total (\$)
Jeffrey J. Cote	2023	22,575	4,861	13,200	—	—	40,636
Paul S. Vasington	2023	22,575	2,770	13,200	—	—	38,545
Brian K. Roberts	2023	—	246	1,950			2,196
George Verras	2023	22,436	1,292	13,200	—	—	36,928
Lynne J. Caljouw	2023	6,825	1,276	13,200	—	—	21,301
Jennifer L. Slater	2023	16,452	711	13,200	—	—	30,363

(1) Represents payments made by the Company in connection with financial and legal counseling provided to the NEOs.

(2) Represents the employer Healthcare Savings Account contribution and Group Term Life.

Grants of Plan Based Awards Table

The following table sets forth information on plan-based compensation awards granted to the NEOs during fiscal year 2023.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards ⁽¹⁾			Estimated Future Payouts Under Equity Incentive Plan Awards ⁽²⁾			All Other Stock Awards: Number of Shares of Stocks or Units ⁽⁶⁾	Exercise or Base Price of Option Awards (\$/Sh)	Grant Date Fair Value of Stock and Option Awards ⁽⁸⁾
		Threshold (\$) ⁽³⁾	Target (\$) ⁽⁴⁾	Maximum (\$) ⁽⁵⁾	Threshold (#)	Target (#)	Maximum (#)			
Jeffrey J. Cote	N/A	116,183	1,239,284	1,518,123	—	—	—			
	4/1/2023	—	—	—	15,394	61,576	92,364	50,380		5,600,039
Paul S. Vasington	N/A	54,968	586,328	718,252	—	—	—			
	4/1/2023	—	—	—	4,124	16,494	24,741	13,495		1,500,050
Brian K. Roberts	N/A	54,844	585,000	716,625	—	—	—			
	11/7/2023	—	—	—	—	—	—	7,909		250,003
George Verras	N/A	48,516	517,500	633,938	—	—	—			
	4/1/2023	—	—	—	2,474	9,897	14,846	8,097		900,060
Lynne J. Caljouw	N/A	48,516	517,500	633,938	—	—	—			
	4/1/2023	—	—	—	2,474	9,897	14,846	8,097		900,060
Jennifer L. Slater	N/A	42,188	450,000	551,250	—	—	—			
	4/1/2023	—	—	—	1,650	6,598	9,897	5,398		600,040

- (1) The threshold, target, and maximum awards were established under our annual incentive bonus program. See "Compensation Discussion and Analysis—Elements of Executive Compensation—Annual Incentive Bonus" for information regarding the criteria applied in determining the amounts payable under the awards. The actual amounts paid with respect to these awards are included in the "Non-Equity Incentive Plan Compensation" column in the Summary Compensation Table.
- (2) Represents the threshold, target, and maximum number of shares that may be earned by each individual pursuant to their 2023 PRSU awards. For more information on the determination of the final payout and performance achievement under these awards, refer to the section "Compensation Program Overview - Equity Compensation - 2023 LTI Program - PRSUs".
- (3) Threshold amounts were determined based on 9.375% of the 2023 bonus target for each NEO. This rate is based on a threshold achievement of 25% on the Free Cash Flow metric of the Annual Incentive bonus and 0% on all other metrics.
- (4) Target amounts were determined based on 2023 annual base salary for each NEO.
- (5) The maximum payment amount under our annual incentive bonus program for 2023 is 122.5% of target, based on the maximum multiplier for top performance applicable to each metric under the plan.
- (6) Represents the number of RSUs awarded to the NEOs pursuant to the 2021 Equity Incentive Plan.
- (7) Represents the number of stock options awarded to the NEOs pursuant to the 2021 Equity Incentive Plan.
- (8) Represents the total grant-date fair value per award calculated in accordance with ASC 718. Refer to Note 4, "Share-Based Payment Plans," to our audited consolidated financial statements included in our Annual Report on Form 10-K for fiscal year ended December 31, 2023 for the method of calculation and assumptions used.

Outstanding Equity Awards at Year End Table

The table below sets forth certain information regarding unexercised options, stock awards that have not yet vested, and equity incentive plan awards held by our NEOs as of December 31, 2023.

Name	Grant Date ⁽³⁾	Option Awards ⁽¹⁾			Stock Awards ⁽²⁾			
		Number of Securities Underlying Unexercised Options Exercisable (#) ⁽⁴⁾	Option Exercise Price (\$) ⁽⁵⁾	Option Expiration Date	RSUs		PRSUs	
					Number of Shares or Units of Stock That Have Not Vested (#) ⁽⁴⁾	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)
Jeffrey J. Cote	1/21/2016	128,645	\$ 36.25	1/21/2026	—	—	—	—
	4/1/2018	7,030	\$ 51.83	4/1/2028	—	—	—	—
	4/1/2019	22,000	\$ 46.93	4/1/2029	—	—	—	—
	4/1/2021	—	—		11,781	442,612	43,197	1,622,911
	4/1/2022	—	—		30,024	1,128,002	55,044	2,068,003
	4/1/2023	—	—		50,380	1,892,777	61,576	2,313,410
Paul S. Vasington	4/1/2015	19,263	\$ 56.94	4/1/2025	—	—	—	—
	4/1/2016	33,981	\$ 38.96	4/1/2026	—	—	—	—
	4/1/2017	28,966	\$ 43.67	4/1/2027	—	—	—	—
	4/1/2018	22,490	\$ 51.83	4/1/2028	—	—	—	—
	4/1/2019	25,881	\$ 46.93	4/1/2029	—	—	—	—
	4/1/2021	—	\$ —		3,841	144,306	14,086	529,211
	4/1/2022	—	\$ —		8,900	334,373	16,318	613,067
	4/1/2023	—	\$ —		13,495	507,007	16,494	619,680
Brian K. Roberts	11/7/2023	—	—		7,909	297,141	—	—
George Verras	4/1/2016	3,540	\$ 38.96	4/1/2026	—	—	—	—
	4/1/2017	3,621	\$ 43.67	4/1/2027	—	—	—	—
	4/1/2018	4,690	\$ 51.83	4/1/2028	—	—	—	—
	4/1/2019	7,549	\$ 46.93	4/1/2029	—	—	—	—
	4/1/2021	—	\$ —		1,921	72,172	7,043	264,606
	4/1/2022	—	\$ —		4,450	167,187	8,159	306,534
	4/1/2023	—	\$ —		8,097	304,204	9,897	371,830
Lynne J. Caljouw	4/1/2017	3,226	\$ 43.67	4/1/2027	—	—	—	—
	4/1/2018	823	\$ 51.83	4/1/2028	—	—	—	—
	4/1/2019	4,530	\$ 46.93	4/1/2029	—	—	—	—
	4/1/2021	—	—		1,921	72,172	7,043	264,606
	4/1/2022	—	—		4,450	167,187	8,159	306,534
	4/1/2023	—	—		8,097	304,204	9,897	371,830
Jennifer L. Slater	10/1/2022	—	\$ —		2,816	105,797	5,164	194,011
	4/1/2023	—	\$ —		5,398	202,803	6,598	247,887

(1) Represents stock options issued to NEOs pursuant to the Sensata Technologies Holding plc 2010 Equity Incentive Plan (the "2010 Incentive Equity Plan").

(2) Represents RSUs and PRSUs issued to NEOs pursuant to the 2010 Equity Incentive Plan and 2021 Equity Incentive Plan.

(3) The vesting conditions for outstanding equity awards held by our NEOs as of December 31, 2023 are as follows:

Date of Grant	Type of Award	Vesting Schedule
April 1, 2015	Options	25% on April 1, 2016, 2017, 2018, and 2019
January 21, 2016	Performance Options	January 21, 2019 based upon satisfaction of strategic goals
April 1, 2016	Options	25% on April 1, 2017, 2018, 2019, and 2020
April 1, 2017	Options	25% on April 1, 2018, 2019, 2020, and 2021
April 1, 2018	Options	25% on April 1, 2019, 2020, 2021, and 2022
April 1, 2019	Options	25% on April 1, 2020, 2021, 2022, and 2023
April 1, 2021	PRSUs	April 1, 2024 based upon satisfaction of Relative Adjusted EPS Growth
April 1, 2021	RSUs	1/3 on April 1, 2022, 2023, and 2024
April 1, 2022	PRSUs	April 1, 2025 based upon satisfaction of Relative Adjusted EPS Growth
April 1, 2022	RSUs	1/3 on April 1, 2023, 2024, and 2025
October 1, 2022	RSUs	1/3 on October 1, 2023, 2024, and 2025
April 1, 2023	PRSUs	April 1, 2026 based upon satisfaction of Relative TSR and ROIC
April 1, 2023	RSUs	1/3 on April 1, 2024, 2025, and 2026
November 7, 2023	RSUs	1/3 on November 7, 2024, 2025, and 2026

(4) The options, RSUs, and PRSUs granted to the NEOs are subject to time-based and/or performance-based vesting conditions.

(5) The exercise price of stock options is equal to the closing price of an Ordinary Share on the date of grant, or, if the NYSE was not open for trading on the date of grant, on the immediately preceding business day.

Option Exercises and Stock Vested Table

The following table provides information regarding option exercises and the vesting of stock awards with realizing value, including RSUs and PRSUs, during fiscal year 2023 for each NEO.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$) ⁽¹⁾	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$) ⁽²⁾
Jeffrey J. Cote	49,550	2,232,998	120,261	6,015,455
Paul S. Vasington	—	—	46,314	2,316,626
Brian K. Roberts	—	—	—	—
George Verras	—	—	17,482	874,450
Lynne J. Caljouw	—	—	11,023	551,370
Jennifer L. Slater	—	—	1,409	53,288

(1) The value realized on exercise for option awards is equal to the amount per share at which the NEO sold shares acquired on exercise (all of which occurred on the date of exercise) minus the exercise price of the option times the number of shares acquired on exercise of the options.

(2) The value realized on vesting for stock awards is equal to the closing market price of our ordinary shares on the date of vesting times the number of shares acquired upon vesting.

Non-Qualified Deferred Compensation

None of our NEOs participate in non-qualified defined contribution plans or other deferred compensation plans maintained by the Company.

Pension Benefits

The following table describes the estimated actuarial present value of accrued retirement benefits through the end of fiscal year 2023 for the NEOs. As described in the following table, only Mr. Verras is eligible to participate in the Sensata Technologies Employees' Pension Plan and Supplemental Pension Plan.

Name	Plan Name	Number of Years of Credited Service ⁽¹⁾	Present Value of Accumulated Benefit (\$) ⁽²⁾	Payments During Last Fiscal Year (\$)
Jeffrey J. Cote ⁽³⁾	—	—	—	—
Brian K. Roberts ⁽³⁾	—	—	—	—
Paul S. Vasington ⁽³⁾	—	—	—	—
Lynne J. Caljouw ⁽³⁾	—	—	—	—
Jennifer L. Slater	—	—	—	—
George Verras	Employees' Pension Plan	2.42	\$ 7,375	—

⁽¹⁾ The number of years of credited service under the plan was frozen as of January 31, 2012. Credited service began on the date the NEO became eligible to participate in the plan. Eligibility to participate began on the earlier of 18 months of employment or January 1 following the completion of one year of employment. Accordingly, Mr. Verras was employed by Texas Instruments, prior to the April 2006 spin-off of the Sensors and Controls business of Texas Instruments, or by us, since April 2006, for longer than the years of credited service shown above. In effect, the actual number of years of service of each NEO who participates in the plan is greater than his or her credited years of service.

⁽²⁾ The assumptions and valuation methods used to calculate the present value of the accumulated pension benefits shown are the same as those used by us for financial reporting purposes except that a NEO's retirement is assumed (in accordance with SEC rules) for purposes of this table to occur at age 65 and no assumption for termination prior to that date is used and the benefit is assumed to be paid in a lump sum of the amount shown. The amount of the present value of the accumulated pension benefit as of December 31, 2023 is determined using a discount rate assumption of 4.85%.

⁽³⁾ Messrs. Cote, Vasington, and Roberts and Ms. Caljouw and Slater are not eligible to participate in any of the above-mentioned plans.

Sensata Technologies Employees' Pension Plan

The Sensata Technologies Employees' Pension Plan is a qualified defined benefit pension plan. See "Compensation Discussion and Analysis—Elements of Executive Compensation—Retirement and Other Benefits-Pension Plan" for a discussion of the origin and purpose of the plan. A plan participant is eligible for normal retirement under the terms of the plan if he or she is at least 65 years of age with one year of credited service. A participant is eligible for early retirement if he or she is at least 55 years of age with 20 years of credited service or 60 years of age with five years of credited service. Mr. Verras is eligible for early retirement under this plan. None of the other NEOs participate in the plan.

A participant may request payment of his or her accrued benefit at termination or any time thereafter. Participants may choose a lump sum payment or one of six forms of annuity. In order of largest to smallest periodic payment, the forms of annuity are: (i) single life annuity, (ii) 5-year certain and life annuity, (iii) 10-year certain and life annuity, (iv) qualified joint and 50% survivor annuity, (v) qualified joint and 75% survivor annuity, and (vi) qualified joint and 100% survivor annuity. If the participant does not request payment, he or she will begin to receive benefits in April of the year after he or she reaches the age of 70 1/2 in the form of annuity as required under the Internal Revenue Code.

A participant's benefit calculation includes compensation from, but is not limited to, salary, bonus, and any overtime premiums, performance premiums, and elective deferrals, if applicable.

The pension formula for the plan is intended to provide a participant with an annual retirement benefit equal to 1.5 percent multiplied by the product of (i) years of credited service and (ii) the average of the five highest consecutive years of his or her base salary, plus bonus up to a limit imposed by the Internal Revenue Service, less a percentage (based on his or her year of birth, when he or she elects to retire, and his or her years of service with Texas Instruments and Sensata) of the amount of compensation on which the participant's social security benefit is based.

If an individual takes early retirement and chooses to begin receiving his or her annual retirement benefit at that time, such benefit is reduced by an early retirement factor. As a result, the annual benefit is lower than the one he or she would have received at age 65.

If the participant's employment terminates due to disability, the participant may choose to receive his or her accrued benefit at any time prior to age 65. Alternatively, the participant may choose to defer receipt of the accrued benefit until reaching age 65 and then take a disability benefit. The disability benefit paid at age 65 is based on salary and bonus, the years of credited service the participant would have accrued to age 65 had the participant not become disabled, and the participant's disabled status.

The benefit payable in the event of death is based on salary and bonus, years of credited service, and age at the time of death, and may be in the form of a lump sum or annuity at the election of the beneficiary. The earliest date of payment is the first day of the second calendar month following the month of death.

Leaves of absence are credited to years of service under both the qualified and non-qualified pension plans.

Sensata Technologies Supplemental Benefit Pension Plan

The Sensata Technologies Supplemental Benefit Pension Plan is a non-qualified benefit plan. A participant's benefit under this plan is calculated using the same formula as described above for the Sensata Technologies Employees' Pension Plan. However, the Internal Revenue Service limit on the amount of compensation on which a qualified pension benefit may be calculated does not apply. Additionally, the Internal Revenue Service limit on the amount of qualified benefit the participant may receive does not apply to this plan. Once this non-qualified benefit amount has been determined using the formula described above, the individual's qualified benefit is subtracted from it. The resulting difference is multiplied by an age-based factor to obtain the amount of the lump sum benefit payable to an individual under this non-qualified plan.

Benefits will be distributed subject to the requirements of Section 409A of the Internal Revenue Code. Unless otherwise elected prior to January 1, 2008, benefits will be paid in the form of a lump sum no later than the fifteenth day of the third calendar month following termination of employment.

If a participant's employment is terminated due to disability, distribution is governed by Section 409A of the Internal Revenue Code as discussed above, and the disability benefit will be paid in the form of a lump sum no later than the fifteenth day of the third calendar month following disability.

In the event of death, payment is based on salary and bonus, years of credited service, and age at the time of death and will be in the form of a lump sum. The date of payment is no later than the fifteenth day of the third calendar month following the month of death.

Balances in this plan are unsecured obligations of the Company.

Pension Freeze

Effective January 31, 2012, the Company froze its pension plans. We will continue to make contributions to the plans to maintain the required funding levels.

Potential Payments Upon Termination or Change in Control

Termination due to death or disability

Pursuant to the terms of the employment agreements, equity incentive plans, and equity award agreements, if any of our NEOs terminates their employment due to their death or disability, the NEO will be entitled to (i) their base salary through the date of termination, (ii) any bonus amounts to which they are entitled prior to the date of termination, provided the NEO remains employed by Sensata through February 1 of the fiscal year following the fiscal year to which the annual bonus relates, (iii) accelerated vesting of any unvested RSUs, and (iv) accelerated vesting of PRSUs based on banked amounts for those performance years completed and target performance for any uncompleted performance year.

Termination due to retirement

Pursuant to the terms of the employment agreements, equity incentive plans, and equity award agreements, if any of our NEOs terminates their employment due to their retirement, the NEO will be entitled to (i) their base salary through the date of termination, (ii) any bonus amounts to which they are entitled prior to the date of termination, provided the NEO remains employed by Sensata through February 1 of the fiscal year following the fiscal year to which the annual bonus relates, (iii) unvested RSUs will remain outstanding and continue to vest according to the vesting schedule without regard to the requirement that the NEO be employed by the Company, and (iv) PRSUs shall immediately vest based on the banked amounts for those performance years completed prior to the NEO's date of retirement plus the pro-rata of the target vested amount for any uncompleted performance year based on numbers of days the NEO was employed during the respective performance year. To be eligible for retirement, an NEO must be at least 55 years of age and have a combined age and years of credited employment service with the Company of 65 years. For awards granted in 2019 and prior, an NEO is required to have a combined age and years of credited employment service with the Company of 75. Notwithstanding the foregoing, equity is eligible for retirement treatment only on or after the one-year anniversary of date of grant. As of December 31, 2023, only Messrs. Cote and Vasington were eligible for retirement.

Termination without cause or resignation for good reason

Pursuant to the terms of the employment agreements and Company practice, if any of our NEOs other than Mr. Cote are terminated by us without "cause", or if such NEO terminates their employment with us for "good reason" (as those terms are defined in the respective employment agreement) during the employment term, the NEO will be entitled to (i) a severance payment equal to one year of their annual base salary rate, (ii) an amount equal to the average of the NEO's annual bonus for the two years preceding their termination, and (iii) continuation of their health and welfare benefits for a period of one year following the termination date. If Mr. Cote is terminated by us without "cause", or Mr. Cote terminates his employment with us for "good reason" (as those terms are defined in Mr. Cote's employment agreement) during his employment term, Mr. Cote will be entitled to (i) a severance payment equal to two years of his base salary, (ii) an amount equal to the bonus payments Mr. Cote received in the two fiscal years preceding his termination, and (iii) payment to cover continuation of his health and welfare benefits.

Pursuant to our award agreements under the 2021 Equity Incentive Plan and any preceding plan, if any of our NEOs are terminated by us without "cause" (as that term is defined in the respective award agreement), the NEO will be entitled to (i) unvested PRSUs that otherwise would have vested within six months of the NEO's termination date shall vest on the termination date at the sum of the banked amounts for those performance year(s) completed (if any) plus target for the uncompleted performance year(s), (ii) unvested RSUs that otherwise would have vested within six months of the NEO's termination date shall vest in full on the termination date, and (iii) unvested options that would have vested within six months of the NEO's termination date shall vest in full on the termination date.

Termination with cause, resignation without good reason

If any of our NEOs is terminated by the Company with "cause", or if such NEO terminates his or her employment with the Company without "good reason", the NEO will be entitled to (i) his or her base salary through the date of termination and (ii) any bonus amounts to which he or she is entitled prior to the date of termination, provided the NEO remains employed by Sensata through February 1 of the fiscal year following the fiscal year to which the annual bonus relates.

Change in Control

Pursuant to the terms of the equity incentive plans and award agreements, there is no automatic vesting upon a change in control of the Company. In the event of a change in control, unvested equity will convert to equity of the acquiring entity or continuing entity, as applicable, and vest in accordance with the original vesting schedule. However, unvested equity will automatically accelerate and vest in full following a change in control event if: (i) the NEO is terminated by the Company or the acquiring or continuing entity without cause within the 24-month period following the change in control; or (ii) the outstanding equity award is not assumed or replaced by the acquiring or continuing entity.

Change in control is defined in the equity plans and includes (i) any transaction in which any person becomes the beneficial owner of securities of the Company representing more than 50% of the total voting power in the Company, (ii) change in majority of the Board within a 12-month period, (iii) merger or consolidation where pre-transaction shareholders do not continue to hold at least 50% of the Company's voting power, and (iv) a sale or disposition of all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis.

Potential Payments Upon Termination or Change in Control Table

The following table summarizes the termination benefits payable to our NEOs following termination of employment due to death or disability, retirement, voluntary resignations for good reason, termination without cause, and Change in Control. None of these termination benefits are payable to NEOs who terminate their employment with the Company due to

voluntary resignation or whose employment is terminated for cause. For each NEO, the information in the table below assumes that termination of employment occurred on December 31, 2023.

Name	Type of Payment	Death or Disability (\$) ⁽³⁾	Retirement (\$) ⁽⁴⁾	Termination Without Cause or Resignation for Good Reason (\$) ⁽⁵⁾⁽⁶⁾	Termination Without Cause or Resignation for Good Reason After Change in Control (\$) ⁽⁵⁾⁽⁶⁾⁽⁷⁾
Jeffrey J. Cote	Base Salary ⁽¹⁾	—	—	1,982,854	1,982,854
	Bonus ⁽¹⁾	—	—	1,950,524	1,950,524
	Outstanding Equity ⁽²⁾	8,890,431	3,994,909	3,260,475	9,467,715
	Health & Welfare Benefits	—	—	42,087	42,087
	Total	8,890,431	3,994,909	7,235,940	13,443,180
Paul S. Vasington	Base Salary ⁽¹⁾	—	—	586,328	586,328
	Bonus ⁽¹⁾	—	—	473,311	473,311
	Outstanding Equity ⁽²⁾	2,569,613	1,238,570	1,009,731	2,747,644
	Health & Welfare Benefits	—	—	20,855	20,855
	Total	2,569,613	1,238,570	2,090,225	3,828,138
Brian Roberts	Base Salary ⁽¹⁾	—	—	585,000	585,000
	Bonus ⁽¹⁾	—	—	—	—
	Outstanding Equity ⁽²⁾	297,141	—	—	297,141
	Health & Welfare Benefits	—	—	—	—
	Total	297,141	—	585,000	882,141
George Verras	Base Salary ⁽¹⁾	—	—	517,500	517,500
	Bonus ⁽¹⁾	—	—	339,105	339,105
	Outstanding Equity ⁽²⁾	1,397,516	—	521,772	1,486,532
	Health & Welfare Benefits	—	—	6,850	6,850
	Total	1,397,516	—	1,385,227	2,349,987
Lynne Caljouw	Base Salary ⁽¹⁾	—	—	517,500	517,500
	Bonus ⁽¹⁾	—	—	313,500	313,500
	Outstanding Equity ⁽²⁾	1,397,516	—	521,772	1,486,532
	Health & Welfare Benefits	—	—	21,037	21,037
	Total	1,397,516	—	1,373,809	2,338,569
Jennifer Slater	Base Salary ⁽¹⁾	—	—	450,000	450,000
	Bonus ⁽¹⁾	—	—	19,387	19,387
	Outstanding Equity ⁽²⁾	687,160	—	67,626	750,498
	Health & Welfare Benefits	—	—	20,994	20,994
	Total	687,160	—	558,007	1,240,879

- (1) Base salary and bonus amounts payable to the CEO would be paid in 24 monthly installments. Base salary and bonus amounts payable to all other NEOs would be paid in a lump sum within 30 days following termination.
- (2) The amounts presented are the value that would be earned assuming current performance as of December 31, 2023 and based on the closing market price of the common stock on December 31, 2023 of \$37.57.
- (3) In accordance with the respective award agreements, (i) unvested PRSUs shall vest on the termination date at the sum of banked amounts for those performance year(s) completed (if any) plus target for any uncompleted performance year(s), and (ii) unvested RSUs shall vest in full on termination date.
- (4) In accordance with respective award agreements, (i) unvested PRSUs shall vest on the termination date at the sum of banked amounts for those performance year(s) completed (if any) plus pro-rata of the Target for any uncompleted performance year(s), (ii) unvested RSUs will continue to vest according to original vesting schedule, and (iii) unvested options will continue to vest according to original vesting schedule.
- (5) As of April 1, 2019, in accordance with the respective award agreements, (i) unvested PRSUs that otherwise would have vested within six months of the NEO's termination date shall vest on the termination date at the sum of the banked amounts for those performance year(s) completed (if any) plus target for the uncompleted performance year(s), (ii) unvested RSUs that otherwise would have vested within six months of the NEO's termination date shall vest in full on the termination date, and (iii) unvested options that would have vested within six months of the NEO's termination date shall vest in full on the termination date.
- (6) For the purposes of this calculation, all PRSUs are assumed to vest at target.
- (7) A change in control, without a termination of employment, will not trigger any severance payments. Any payments or equity due under the terms of the Company's equity incentive plans upon a change in control and subsequent termination of employment without cause or resignation for good reason (as defined in the relevant employment agreement), are included in the "Termination Without Cause or Resignation for Good Reason After Change in Control" column of this table. Refer to "Change in Control" above for definitions of change in control. All executive agreements contain customary non-compete and non-solicit agreements which are triggered upon a termination due to a change in control."

CEO Pay Ratio Discussion

In accordance with SEC rules, we are providing the ratio of the annual total compensation of our CEO to the annual total compensation of the Company's median employee. The ratio is a reasonable estimate calculated in a manner consistent with SEC rules and the methodology described below.

Per SEC rules, the Company is permitted to use the same median employee as was used in fiscal years 2021 and 2022, and the Company determined that no change was needed to the median employee since there has been no change in the Company's employee population or compensation arrangements that we believe would significantly impact the pay ratio disclosure. Our methodology to confirm the pay ratio is consistent with the last two years; initially identifying the median employee by examining the 2021 total cash compensation for all employees, excluding our CEO, who were employed by the Company on November 30, 2021, utilizing payroll data. We updated this year using the median employee's 2023 payroll data. As of the end of 2023 and 2022, the Company had approximately 19,400 and 20,800 employees, respectively. Consistent with previous years, our manufacturing and direct labor employees represent approximately 66% of our global workforce and were primarily located in Mexico, China, and Bulgaria, in close proximity to our customers. The Company prefers to directly employ its manufacturing and direct labor employees rather than utilize subcontractors. We regularly review our pay practices in the markets in which we compete for labor and consistently apply a competitive pay philosophy in each market.

The median employee works in a full-time hourly role in our Botevgrad, Bulgaria manufacturing facility. For fiscal 2023, the median employee's annual compensation was \$11,112, calculated using the same methodology used to calculate NEO compensation as set forth in the 2023 Summary Compensation Table on page 41. As illustrated in the table below, we reasonably estimate that our 2023 CEO to median employee total pay ratio was 612:1.

CEO Pay	\$	6,800,820
Median Employee Pay		11,112
CEO Pay to Median Employee Pay Ratio		612:1

The SEC rules for identifying the median employee and calculating the pay ratio based on that employee's annual total compensation allow companies to adopt a variety of methodologies, to apply certain exclusions and to make reasonable estimates and assumptions that reflect their compensation practices. As such, the pay ratio reported by other companies may not be comparable to the pay ratio reported above, as other companies may have different employment and compensation practices and may utilize different methodologies, exclusions, estimates and assumptions in calculating their own pay ratios.

Equity Compensation Plan Information

The following table describes certain information regarding our equity compensation plans as of December 31, 2023:

	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a) ⁽²⁾	Weighted-average exercise price of outstanding options, warrants and rights (b) ⁽³⁾	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ⁽⁴⁾
Equity compensation plans approved by security holders ⁽¹⁾	2,863,930	\$ 45.58	4,546,672
Equity compensation plans not approved by security holders	—	\$ —	—

(1) Includes the 2021 Equity Incentive Plan, subject to adjustments as described in the 2021 Equity Incentive Plan.

(2) Includes 1,596,642 RSUs and PRSUs that, if and when vested, will be settled in ordinary shares of Sensata.

(3) Weighted average exercise price of outstanding options only.

(4) We have no intention to issue shares from the Sensata Technologies Holding plc Second Amended and Restated 2006 Management Option Plan or the 2010 Equity Incentive Plan in the future.

Pay Versus Performance

The Compensation Committee reviews and approves our compensation program which is designed to attract, retain, and incentivize our employees to deliver the technological solutions that make our world safer, cleaner, and more efficient. Our compensation program blends short-, and long-term performance measures which we believe align our strategy and goals to shareholder value. In 2023, incentive compensation represented 87% of total direct compensation for our Principal Executive Officer ("PEO") and, on average, 71% of target total direct compensation of our non-PEO NEOs. This high utilization of incentive compensation model results in higher total realized pay when performance targets are exceeded and lower realized pay when targets are not achieved.

The compensation actually paid ("CAP") for the PEO and the average non-PEO NEOs is calculated by taking the Summary Compensation Table values: a) less the grant value of equity granted during the year; b) less the change in pension value for the year; c) plus the year-end fair value of unvested equity awards granted during the year; d) plus, for awards granted in prior years that are outstanding and unvested at the end of the year, the difference between the year-end fair value and the immediately prior year-end fair value; e) plus, for awards granted in prior years that vested during the year, the difference between the fair value as of the vesting date and the immediately prior year-end fair value; f) plus, the pension service cost for that year. The tables below illustrate the CAP for the PEO and average non-PEO NEO's.

Year	Summary Compensation Table Total for PEO ⁽¹⁾	Compensation Actually Paid to PEO	Summary Compensation Table Total for PEO ⁽²⁾	Compensation Actually Paid to PEO	Average Summary Compensation Table Total for Non-PEO NEOs ⁽³⁾	Average Compensation Actually Paid to Non-PEO NEOs	Value of Initial Fixed \$100 Investment Based On			Company Selected Measure - Relative Adjusted EPS Growth ⁽⁵⁾
							Total Shareholder Return	Peer Group Total Shareholder Return ⁽⁴⁾	Net Income (millions)	
2023	\$6,800,820	\$5,215,291			\$1,390,317 ⁽⁷⁾	\$1,174,865	\$94.14	\$124.23	\$(3.9)	33rd
2022	\$6,829,092	\$825,999			\$1,871,210 ⁽⁸⁾	\$502,566	\$75.53	\$126.86	\$310.7	33rd
2021	\$6,798,263	\$8,393,497			\$2,087,346 ⁽⁹⁾	\$2,451,378	\$114.52	\$134.36	\$363.6	72nd
2020	\$5,918,135	\$9,066,927	\$1,643,555 ⁽⁶⁾	\$(1,405,766)	\$2,642,866 ⁽¹⁰⁾	\$2,825,257	\$97.90	\$110.96	\$164.3	40th

⁽¹⁾ The PEO Summary Compensation Table to compensation actually paid reconciliation for Mr. Cote is summarized in the following table:

PEO Compensation Actually Paid	2023	2022	2021	2020
Summary Compensation Table - Total Compensation	\$6,800,820	\$6,829,092	\$6,798,263	\$5,918,135
- Grant Date Fair Value of Equity Awards Granted in Fiscal Year	\$(5,768,757)	\$(5,060,044)	\$(4,600,088)	\$(4,302,527)
+ Fair Value at Fiscal Year-End of Outstanding and Unvested Equity Awards Granted in Fiscal Year	\$3,896,152	\$4,033,224	\$4,798,794	\$8,098,053
+ Change in Fair Value of Outstanding and Unvested Equity Awards Granted in Prior Fiscal Years	\$(382,326)	\$(3,823,703)	\$1,627,102	\$334,547
+ Change in Fair Value as of Vesting Date of Equity Awards Granted in Prior Fiscal Years for Which Applicable Vesting Conditions Were Satisfied During Fiscal Year	\$1,276,481	\$308,269	\$323,795	\$(849,932)
- Fair Value at Fiscal Year-End of Forfeited Equity Awards that Failed to Meet Vesting Conditions in the year	\$(607,079)	\$(1,460,840)	\$(554,369)	\$(131,348)
= CEO Compensation Actually Paid ^(a)	\$5,215,291	\$825,999	\$8,393,497	\$9,066,927

^(a) Mr. Cote was not eligible for any pension benefits and did not receive any dividends on unvested equity awards.

(2) The PEO Summary Compensation Table to compensation actually paid reconciliation for Ms. Sullivan is summarized in the following table:

PEO Compensation Actually Paid	2020
Summary Compensation Table - Total Compensation	\$1,643,555
– Grant Date Fair Value of Equity Awards Granted in Fiscal Year	\$(150,017)
+ Fair Value at Fiscal Year-End of Outstanding and Unvested Equity Awards Granted in Fiscal Year	\$282,355
+ Change in Fair Value of Outstanding and Unvested Equity Awards Granted in Prior Fiscal Years	\$756,865
+ Change in Fair Value as of Vesting Date of Equity Awards Granted in Prior Fiscal Years for Which Applicable Vesting Conditions Were Satisfied During Fiscal Year	\$(2,627,734)
– Fair Value at Fiscal Year-End of Forfeited Equity Awards that Failed to Meet Vesting Conditions in the year	\$(367,688)
+ Change in Actuarial Present Value of Pension Plan	\$(943,103)
= CEO Compensation Actually Paid ^(a)	\$(1,405,766)

(a) Ms. Sullivan did not receive any dividends on unvested equity awards

(3) The average non-PEO NEO Summary Compensation Table to compensation actually paid reconciliation is summarized in the following table:

Non-PEO Compensation Actually Paid	2023	2022	2021	2020
Summary Compensation Table - Total Compensation	\$1,390,317	\$1,871,210	\$2,087,346	\$2,642,866
– Grant Date Fair Value of Equity Awards Granted in Fiscal Year	\$(848,121)	\$(1,012,565)	\$(1,062,548)	\$(1,409,312)
+ Fair Value at Fiscal Year-End of Outstanding and Unvested Equity Awards Granted in Fiscal Year	\$602,131	\$807,088	\$1,108,446	\$2,106,718
+ Fair Value of Equity Awards Granted and Vested in Fiscal Year	\$ —	\$ —	\$ —	\$79,901
+ Change in Fair Value of Outstanding and Unvested Equity Awards Granted in Prior Fiscal Years	\$(51,472)	\$(828,159)	\$433,791	\$133,151
+ Change in Fair Value as of Vesting Date of Equity Awards Granted in Prior Fiscal Years for Which Applicable Vesting Conditions Were Satisfied During Fiscal Year	\$(156,452)	\$67,824	\$106,112	\$(576,110)
– Fair Value at Fiscal Year-End of Forfeited Equity Awards that Failed to Meet Vesting Conditions in the year	\$(74,442)	\$(402,832)	\$(221,769)	\$(70,006)
+ Change in Actuarial Present Value of Pension Plan	\$—	\$—	\$—	\$(81,951)
= Non-PEO Compensation Actually Paid ^(a)	\$1,174,865	\$502,566	\$2,451,378	\$2,825,257

(a) The non-PEO NEOs did not receive any dividends on unvested equity awards

(4) The peer group used for calculating Peer Group Total Shareholder Return is the S&P 500 Industrial Index.

(5) Relative Adjusted EPS Growth is the Company's annual Adjusted EPS Growth performance relative to the following peer group: American Axle & Manufacturing, Inc.; AMETEK, Inc.; Amphenol Corporation; Aptiv plc; Autoliv Inc.; BorgWarner, Inc.; Dana Incorporated; Fortive Corporation; Gentex Corporation; Gentherm Incorporated; Lear Corporation; Littelfuse, Inc.; Melexis SA; Rockwell Automation, Inc.; Roper Technologies, Inc.; TE Connectivity Ltd; and Visteon Corporation. A reconciliation of Adjusted EPS to Diluted Net Income Per Share is included in Appendix B.

(6) Effective March 1, 2020, Ms. Sullivan retired from her role as CEO.

(7) The average CAP for 2023 comprised compensation for Messrs. Roberts, Vasington, and Verras and Meses. Caljouw and Slater.

(7) The average CAP for 2022 comprised compensation for Messrs. Vasington, Picon, Verras, and Lidforss.

(8) The average CAP for 2021 comprised compensation for Messrs. Vasington, Nargolwala, Picon, and Lidforss.

(9) The average CAP for 2020 comprised compensation for Messrs. Vasington, Beringhause, Nargolwala, Etienvre, and Chawla.

Most Important Measures

The most important measures determining pay during 2023 were the metrics from our short- and long-term incentive programs, which carried the most influence on pay for our executive officers. Those measures included:

Measure	Program
Relative Adjusted EPS Growth	Long-term Incentive Pay - PRSU
Return On Invested Capital	Long-term Incentive Pay - PRSU
Adjusted Operating Income ⁽¹⁾	Annual Incentive Bonus
Adjusted Free Cash Flow ⁽²⁾	Annual Incentive Bonus

(1) Adjusted Operating Income for purposes of the Annual Incentive Bonus excludes any impact from divestitures and final results are inclusive of a proforma based on the annual plan of any divested business.

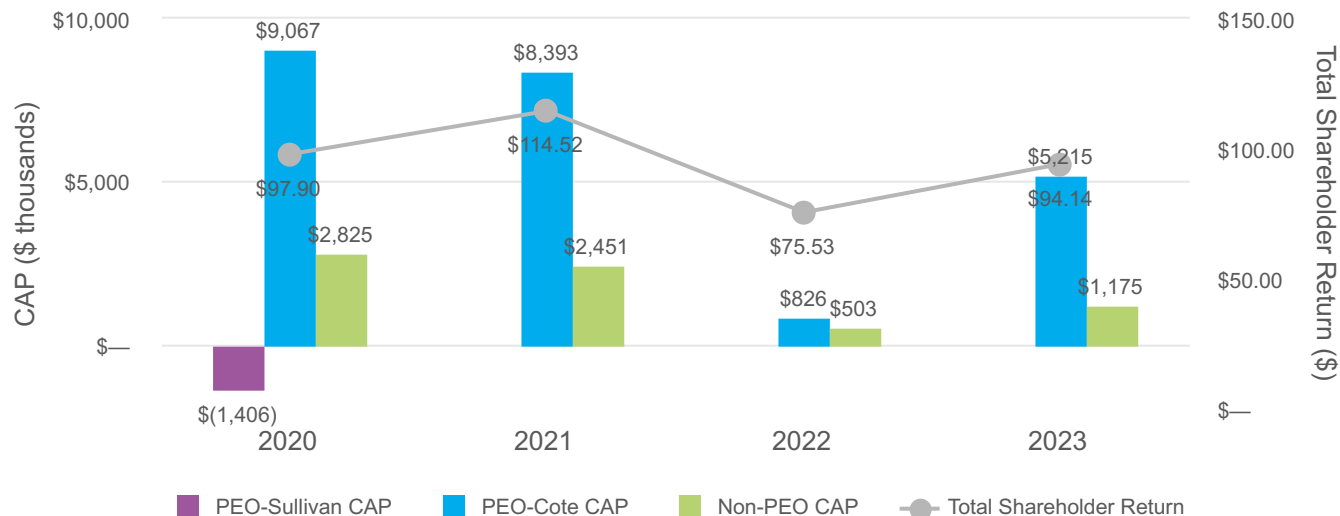
(2) Adjusted Free Cash Flow for purposes of the Annual Incentive Bonus excludes any impact from acquisition related retention costs deemed as compensation for US GAAP purposes.

Pay Versus Performance Relationship Disclosure

CAP and Cumulative TSR

The following chart demonstrates the amount of CAP to the Company's PEO for the applicable year and the average amount of CAP to the Company's non-PEO NEOs as a group in relation to the Company's cumulative TSR over the last four years. During this four year period, the Company did not use TSR as a performance measure in the overall executive compensation program.

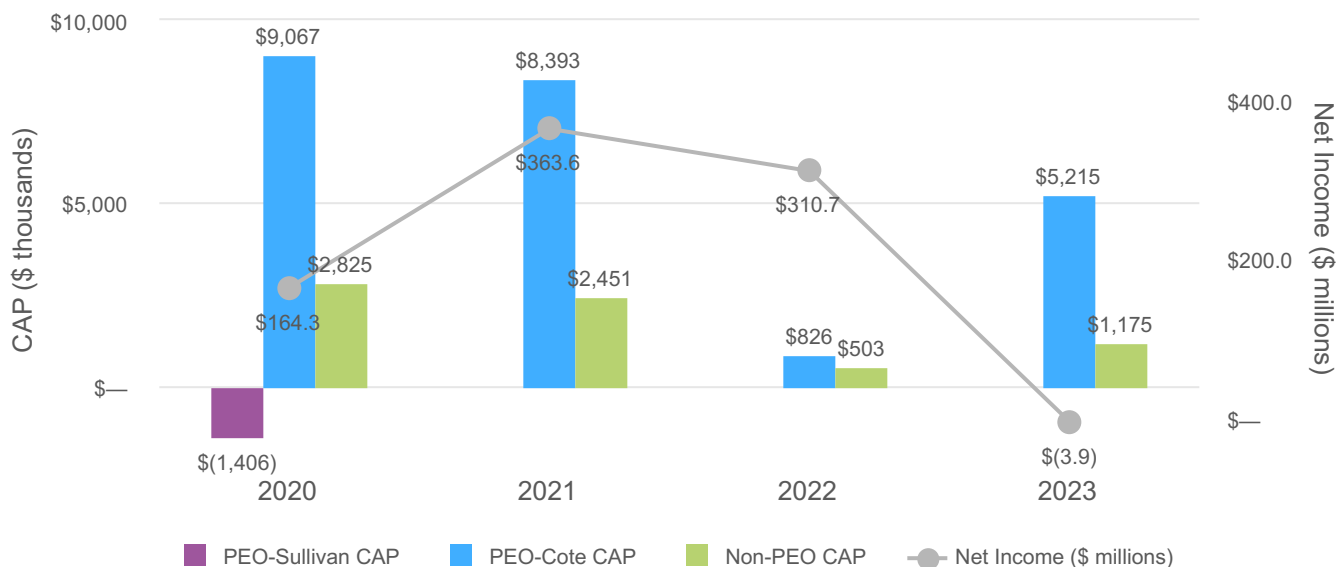
Pay vs. Performance: Total Shareholder Return



CAP and Net Income

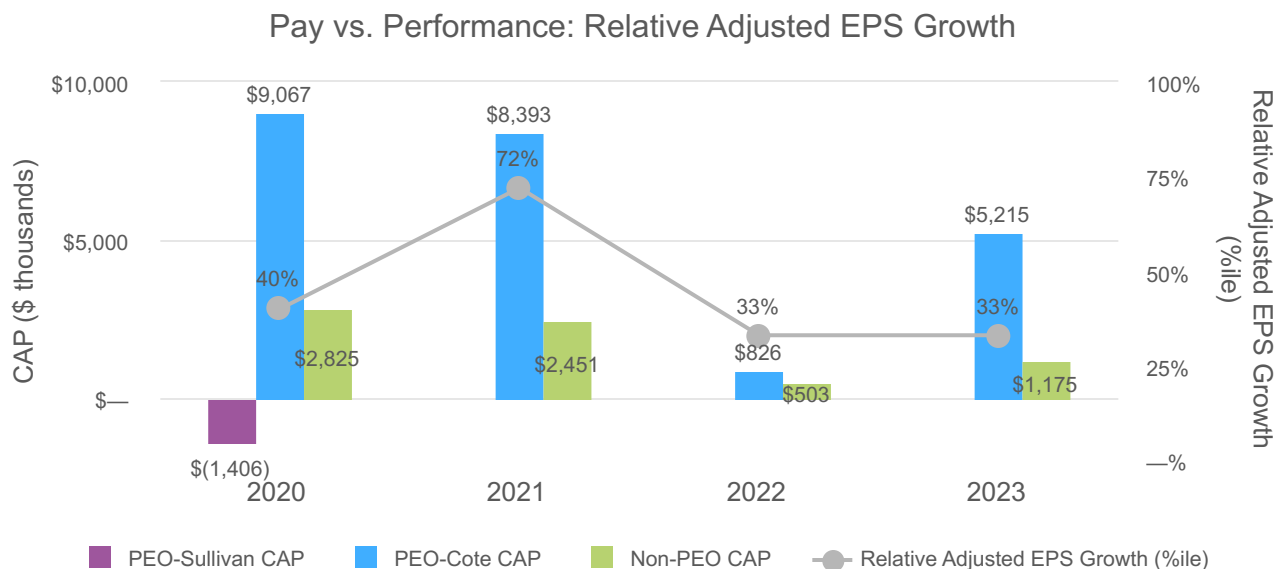
The following chart demonstrates the amount of CAP to the Company's PEO for the applicable year and the average amount of CAP to the Company's non-PEO NEOs as a group in relation to the Company's net income over the last four fiscal years. The Company does not use net income as a performance measure in the overall executive compensation program.

Pay vs. Performance: Net Income



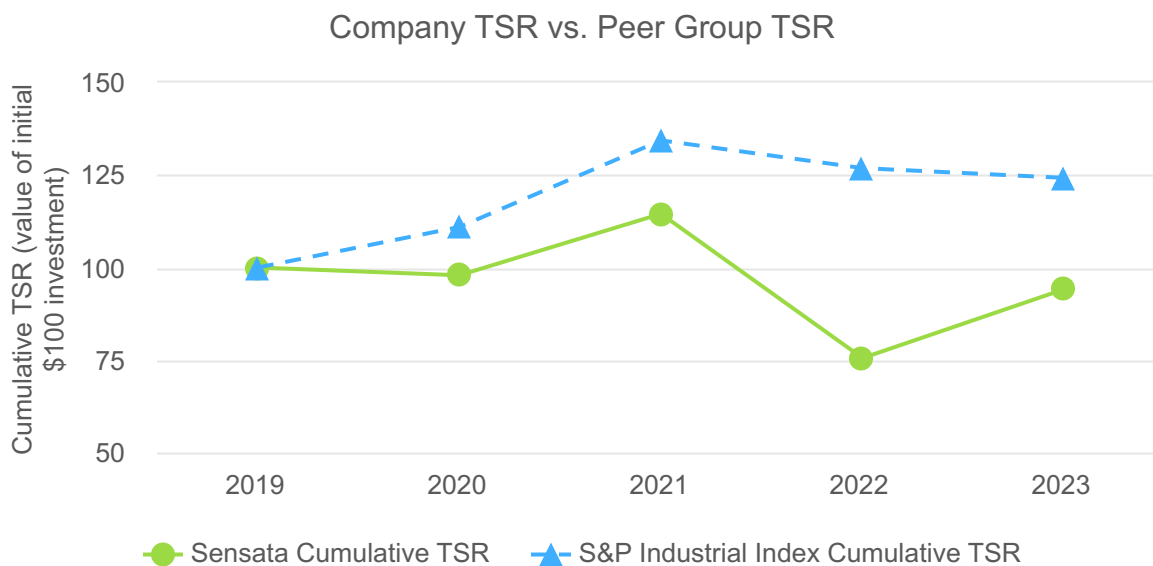
CAP and Relative Adjusted EPS Growth

The following chart demonstrates the amount of CAP to the Company's PEO for the applicable year and the average amount of CAP to the Company's non-PEO NEOs as a group in relation to the Company's Relative Adjusted EPS Growth over the last four fiscal years as presented in the Pay Versus Performance table. While the Company uses numerous financial performance measures for the purpose of evaluating performance for the Company's compensation programs, the Company has determined that Relative Adjusted EPS Growth is the financial performance measure that, in the Company's assessment, represents the most important performance measure (that is not otherwise required to be disclosed in the table) used by the Company that has the most influence on pay for our NEOs in the most recent fiscal year. Relative Adjusted EPS Growth was a new performance measure for 2023.



TSR of the Company and TSR of the Peer Group

The following graph demonstrates the relationship between our TSR and the TSR of the peer group presented for this purpose, the S&P Industrial Index.



PROPOSAL 3: RATIFICATION OF THE APPOINTMENT OF OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM



The Board of Directors unanimously recommends that shareholders vote "FOR" the ratification of the appointment of Deloitte & Touche LLP as our independent registered public accounting firm for the year ending December 31, 2024.

The Audit Committee appointed Deloitte & Touche LLP ("Deloitte") as our independent registered public accounting firm for the year ending December 31, 2024. Although the ratification of this appointment is not required to be submitted to a vote of the shareholders, the Board is submitting the appointment of Deloitte to our shareholders for ratification because we value our shareholders' views on the Company's independent registered public accounting firm. If our shareholders do not ratify the selection, it will be deemed notice to the Board and the Audit Committee to consider the selection of a different firm. Even if the selection is ratified, the Audit Committee, in its discretion, may select a different independent registered public accounting firm at any time during the year if it determines that such a change would be in the best interest of the Company and our shareholders.

Representatives of Deloitte will attend the Annual Meeting to answer appropriate questions for the year ended December 31, 2023. They also will have the opportunity to address the Annual Meeting if they desire to do so.

The affirmative vote of the holders of a majority of the ordinary shares present in person or represented by proxy and entitled to vote at the Annual Meeting would ratify the selection of Deloitte.

Audit and Non-Audit Fees

The aggregate fees billed for professional services rendered for us by Deloitte and Ernst & Young LLP and their affiliates, our independent registered public accounting firms for fiscal years 2023 and 2022, respectively, were as follows:

	2023	2022
	(\$ in thousands)	
Audit Fees	\$ 5,876	\$ 5,563
Audit Related Fees	5	—
Tax Fees	110	142
All Other Fees	4	10
Total Fees	\$ 5,995	\$ 5,715

"Audit Fees" include fees for professional services related to the respective fiscal year, irrespective of the period in which these services are rendered or billed, related to the audit and review of our financial statements. For fiscal years 2023 and 2022, audit fees included fees for professional services relating to the reviews of our quarterly financial statements filed on Form 10-Q for the quarters ended March 31, 2022 through September 30, 2023 and the audits of our annual financial statements filed on Form 10-K for each of the fiscal years 2023 and 2022. Audit Fees also include fees relating to the performance of statutory audits at certain of our non-U.S. subsidiaries. Fees in 2022 were incurred by Ernst & Young LLP and fees in 2023 were incurred by Deloitte and affiliates.

Audit related assurance services include fees for work performed related to debt compliance reporting.

"Tax Fees" include fees for professional services rendered and expenses incurred during the respective fiscal year, irrespective of the period in which these services are rendered or billed, related to tax planning, tax consulting, and tax compliance. Fees associated with tax compliance services were approximately \$110 thousand and \$81 thousand for fiscal years 2023 and 2022, respectively.

"All Other Fees" represent fees billed to us for subscriptions to each auditor's accounting research tool.

No other professional services were rendered or fees were billed by either Deloitte (2023) or Ernst & Young LLP (2022) for fiscal years 2023 and 2022.

Pre-Approval Policies and Procedures

The Audit Committee has adopted policies and procedures for the pre-approval of audit and non-audit services rendered by our independent registered public accounting firm. The policy generally requires pre-approval of specified services in the defined categories of audit services, audit-related services, and tax services. Pre-approval also may be given as part of the Audit Committee's approval of the scope of the engagement of our independent auditor or on an individual explicit case-by-case basis before our independent auditor is engaged to provide each service. The pre-approval of services may be delegated to one or more of the Audit Committee members, but the decision must be reported to the full Audit Committee at its next scheduled meeting. All audit-related and tax and other services for fiscal years 2023 and 2022 were pre-approved by the Audit Committee.

The Audit Committee considered the compatibility of non-audit services performed by Deloitte, with the maintenance of that firm's independence and determined that in each case, and at all times, Deloitte remained independent.

Audit Committee Report

In executing its responsibilities, the Audit Committee has reviewed and discussed our audited financial statements with our management. The Audit Committee also has discussed with Deloitte the overall scope and plans for their audits of the Company. Furthermore, the Audit Committee has discussed with Deloitte the matters required to be discussed by PCAOB Auditing Standard No. AS 1301, "Communications with Audit Committees." In addition, the Audit Committee has received written disclosures and a letter from Deloitte delineating all relationships between them and us, consistent with the applicable requirements of the PCAOB regarding the independent auditor's communications with the Audit Committee concerning independence, and has discussed with them matters pertaining to their independence. The Audit Committee also considered whether the additional services unrelated to audit services performed by Deloitte during fiscal year 2023 were compatible with maintaining their independence in performing their audit services. In addition, the Audit Committee met with Deloitte, with and without management present, to discuss the results of their examinations, their evaluation of our internal controls, and the overall quality of our financial reporting.

Based upon the reviews and discussions referred to above, the Audit Committee recommended to the Board of Directors that the fiscal year 2023 audited financial statements be included in the Sensata Annual Report on Form 10-K for filing with the SEC.

The Audit Committee and Board of Directors have recommended the selection of Deloitte & Touche LLP as our independent auditor for fiscal year 2024.

From the members of the Audit Committee:

Constance E. Skidmore (Chair)

John P. Absmeier

Daniel L. Black

Steven A. Sonnenberg

PROPOSAL 4: ADVISORY RESOLUTION ON DIRECTOR COMPENSATION REPORT



The Board of Directors unanimously recommends that shareholders vote "FOR" the approval of the Directors' Compensation Report (items 1 and 3 below).

The Company is subject to disclosure requirements under applicable laws in both the U.S. and U.K. While some of the disclosure requirements in these jurisdictions overlap or are otherwise similar, some differ and require distinct disclosures. As a result, you will find our U.K. Directors' Compensation Report (the "Report") required under applicable U.K. law in two parts of this proxy statement: (i) the information included in our Compensation Discussion and Analysis, which begins on page 24, and the Tables and Narrative Disclosures, which begin on page 41 (collectively referred to at times in [Appendix A](#) as "CD&A"), together with, where expressly referred to, the Board of Directors Information section of this proxy statement, which includes disclosures required by the SEC as well as U.K. law; and (ii) the information in [Appendix A](#), which includes additional disclosures required under the U.K. Large and Medium-sized Companies & Groups (Accounts & Reports) Regulations 2008 that apply to the Company. The two parts should be read in conjunction. Pursuant to U.K. law, the Report also forms part of the statutory Annual Reports and Accounts of Sensata Technologies Holding plc for the year ended December 31, 2023. The Report was approved by the Board on April 26, 2024.

In accordance with the requirements of the U.K. Companies Act, the U.K. Annual Report and Accounts contain:

1. a statement by the Chair of the Compensation Committee of the Board of Directors (the Chairperson's Statement);
2. a directors' compensation policy (the Directors' Compensation Policy); and
3. the annual report on directors' compensation (the Annual Report on Directors' Compensation), setting out directors' compensation for the year ended December 31, 2023.

The Chairperson's Statement and the Annual Report on Directors' Compensation is reproduced in [Appendix A](#) to this proxy statement. An annual non-binding advisory shareholder vote is required on the Directors' Compensation Report. While the results of this vote are non-binding and advisory in nature (which means the Directors' entitlements to compensation are not conditional upon the resolution being passed), the Board intends to carefully consider the results of this vote. The affirmative vote of a majority of the votes cast at the Annual Meeting is required to approve this proposal.

The Directors' Compensation Policy (referred to in Item 2 above), is subject to a separate binding shareholder vote once every three years, was last approved by shareholders in 2022, and will next be put to shareholders for approval at the 2025 annual general meeting of shareholders.

PROPOSAL 5: APPOINTMENT OF U.K. STATUTORY AUDITOR



The Board of Directors unanimously recommends that shareholders vote "FOR" the appointment of Deloitte LLP as U.K. Statutory Auditors of the Company, to hold office from the conclusion of the next annual general meeting of shareholders.

At each meeting at which the accounts are laid before shareholders, the Company is required to appoint U.K. statutory auditors to serve until the next such meeting. Proposal 5 seeks your approval of the appointment of Deloitte LLP, to serve as our U.K. statutory auditor, to hold office until the conclusion of the next annual general meeting of shareholders. In the event this proposal does not receive the affirmative vote of the holders of a majority of the shares entitled to vote and who are present in person or represented by a proxy at the Meeting, the Board of Directors may appoint an auditor to fill the vacancy. If the appointment of Deloitte LLP is approved, the Audit Committee, at its discretion, may nonetheless direct the appointment of a different U.K. statutory auditor at any time it decides that such a change would be in the best interest of the Company and its shareholders.

PROPOSAL 6: AUTHORIZATION OF THE AUDIT COMMITTEE TO DETERMINE U.K. STATUTORY AUDITOR'S REMUNERATION



The Board of Directors unanimously recommends that shareholders vote "FOR" the authorization of the Audit Committee to determine our U.K. statutory auditor's remuneration for and on behalf of the Board.

Under the U.K. Companies Act, the remuneration of our U.K. statutory auditor must be fixed by the Company's shareholders by ordinary resolution or in such manner as the Company's shareholders may by ordinary resolution determine. We are asking our shareholders to authorize the Audit Committee to determine Deloitte LLP's remuneration as our U.K. statutory auditor for the year ending December 31, 2024, for and on behalf of the Board.

The affirmative vote of the holders of a majority of the ordinary shares present in person or represented by proxy and entitled to vote at the Annual Meeting will be required to approve this proposal.

PROPOSAL 7: RESOLUTION TO RECEIVE THE 2023 ANNUAL REPORT AND ACCOUNTS



The Board of Directors unanimously recommends that shareholders vote "FOR" the receipt of the Company's 2023 Annual Report and Accounts.

Under the U.K. Companies Act, we are required to present to our shareholders our Annual Report, including the 2023 Annual Accounts and related directors' and auditor's reports for fiscal year 2023.

We also will provide shareholders with an opportunity to ask any relevant and appropriate questions of the representatives of Deloitte & Touche, LLP in attendance at the Annual Meeting.

Our 2023 Annual Accounts are audited and prepared in accordance with IFRS. The 2023 Annual Accounts contain certain disclosures not required under generally accepted accounting principles in the United States. A copy of our 2023 Annual Accounts can be accessed through our website, <http://annualmeeting.sensata.com>, and may also be obtained free of charge by request to Sensata Technologies Holding plc, c/o Sensata Technologies, Inc., Attention: Investor Relations, 529 Pleasant Street, Attleboro, Massachusetts 02703 or investors@sensata.com.

PROPOSAL 8: RESOLUTION TO APPROVE FORM OF SHARE REPURCHASE CONTRACTS AND REPURCHASE COUNTERPARTIES



The Board of Directors unanimously recommends that shareholders vote "FOR" approval of the form of two share repurchase contracts and potential repurchase counterparties.

Under the U.K. Companies Act, we may only repurchase ordinary shares in accordance with specific procedures for "off market purchases" of such shares because, and solely for the purposes of the U.K. Companies Act, any repurchase of our shares through the NYSE constitutes an "off market" transaction. As such, these repurchases only may be made pursuant to a form of share repurchase contract that has been approved by our shareholders. In addition, we must only conduct share repurchases under these contracts through counterparties approved by our shareholders. These approvals, if granted, will be valid for five years.

Approval of the forms of contracts and counterparties is not an approval of the share repurchase program or the amount or timing of any repurchase activity. The Company will repurchase shares at its discretion in accordance with a repurchase program to be approved by the Board. There can be no assurance as to whether the Company will repurchase any of its shares or as to the amount of any such repurchases or the prices at which such repurchases may be made, save as set out below.

Material Contract Terms

We are seeking approval of four share repurchase contract forms. The agreements are similar to the forms of agreement approved by our shareholders at our 2023 annual general meeting of shareholders but include a new accelerated share repurchase agreement summarized below.

The form of agreement attached as [Appendix C](#) to this proxy statement provides that the counterparty will purchase shares on the NYSE at such prices and in such quantities as Sensata may instruct from time to time, subject to the limitations set forth in Rule 10b-18 of the Exchange Act. The agreement provides that the counterparty will purchase the common shares as principal and sell any share purchased to Sensata in record form.

The form of agreement attached as [Appendix D](#) to this proxy statement includes repurchase plans that we may execute from time to time to purchase a specified dollar amount of ordinary shares on the NYSE each day if our ordinary shares are trading below a specified price. The amount to be purchased each day, the limit price and the total amount that may be purchased under the agreement will be determined at the time the agreement is executed. The agreement provides that the counterparty will purchase the ordinary shares as principal and sell any ordinary shares purchased to Sensata in certificated form.

The form of agreement attached as [Appendix E](#) to this proxy statement is a form of issuer stock repurchase agreement that is a written plan (the "10b5-1 Trading Plan") intended to satisfy the requirements of Rule 10b5-1(c) of the Exchange Act. During the term of the 10b5-1 Trading Plan, the counterparty will purchase shares on the NYSE at such prices and in such quantities as Sensata has instructed in a schedule attached to the agreement. The agreement provides that the counterparty will purchase the common shares and sell them to Sensata on a riskless principal basis in accordance with the terms of the 10b5-1 Trading Plan.

The form of agreement attached as [Appendix F](#) to this proxy statement is a form of accelerated stock repurchase agreement whereby the company will receive a portion of the repurchased shares upon the entering into the program. During the term of the agreement, the counterparty will purchase shares on the NYSE, or other off-market venues to hedge its obligation under the agreement. The counterparty will deliver any shares not previously delivered to the company under the terms of the agreement at the conclusion of the agreement's term. As part of the terms of the agreement, the counterparty may guarantee a discount to the arithmetic average of the daily volume weighted average prices of the company's stock during the term of the program.

Counterparties for Approval

We only may enter into share repurchase contracts with counterparties approved by our shareholders. As a result, we are seeking approval to conduct repurchases through any of the following counterparties (or their subsidiaries or affiliates from time to time):

BofA Securities, Inc.	BMO Financial Group	BNP Paribas Securities Corp.
Bank of Tokyo-Mitsubishi UFJ, Ltd.	Barclays Bank PLC	CIBC World Markets Corp.
Citibank Global Markets Inc.	Credit Suisse Securities (USA) LLC	Deutsche Bank Securities Inc.
Fifth Third Securities, Inc.	Goldman, Sachs & Co. LLC	HSBC Securities (USA) Inc.
J.P. Morgan Securities LLC	Loop Capital Markets LLC	Mizuho Securities USA LLC
Morgan Stanley & Co. LLC	Northern Trust Securities	RBC Capital Markets, LLC
SMBC Nikko Securities America, Inc.	TD Securities (USA) LLC	The Williams Capital Group, L.P.
Wells Fargo Securities, LLC		

Copies of the share repurchase contracts and the list of repurchase counterparties will be made available for shareholders to inspect at the Company's registered office at Interface House, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Swindon, Wiltshire, United Kingdom SN4 8SY, for the period from the date of this proxy statement and ending on the date of the Annual Meeting. Copies of the share repurchase contracts and list of repurchase counterparties also will be available for inspection at the Company's registered office in the foregoing sentence from May 1, 2024 through the Annual Meeting and then at the Annual Meeting.

Expiration of Authority

Under the U.K. Companies Act, we must seek authorization for share repurchase contracts and counterparties at least every five years. The Company intends to seek authorization for this proposal on an annual basis. If this proposal is approved, we may repurchase shares pursuant to the form of contracts attached at [Appendix C](#), [Appendix D](#), [Appendix E](#), and [Appendix F](#) with the approved counterparties set forth above until the fifth anniversary of the Annual Meeting.

The affirmative vote of at least 75 percent of the votes cast at the Annual Meeting is required to approve this Proposal No. 8.

PROPOSAL 9: ORDINARY RESOLUTION TO AUTHORIZE THE BOARD OF DIRECTORS TO ISSUE EQUITY SECURITIES



The Board of Directors unanimously recommends that shareholders vote "FOR" the authorization of the Board to issue equity securities.

The ordinary resolution described in this Proposal 9 is required under the U.K. Companies Act for the Company to issue equity securities and is customary for public limited companies incorporated under the laws of England and Wales. This authorization is required as a matter of U.K. law and is not otherwise required for companies listed on the NYSE or organized within the United States.

Under the U.K. Companies Act, directors are, with certain exceptions (such as in connection with employees' share schemes), unable to allot, or issue, shares without being authorized either by the shareholders in a general meeting or by a company's articles of association. Unlike most companies listed on the NYSE with perpetual authority under their charter or articles of incorporation, our directors' current authority to issue equity securities will expire at the end of the Annual Meeting.

The Company proposes that the shareholders authorize the directors at the Annual Meeting to generally and unconditionally, subject to the provisions of our Articles and the U.K. Companies Act and up to an aggregate nominal amount of €301,477 (which represents an amount that is approximately equal to 20 percent of the aggregate nominal value of the issued share capital of the Company as of April 24, 2024, the latest practicable date prior to the publication of the Proxy Statement), authorize the directors of the Company, in accordance with section 551 of the U.K. Companies Act, to exercise all the powers of the Company:

(a) to allot securities in the Company and to grant rights to subscribe for or to convert any security into shares in the Company; and

(b) to allot equity securities (with the meaning of section 560 of the Act) by way of a rights issue.

The authority set forth in (b) above will authorize the directors to allot equity securities in the context of a rights issue in favor of holders of Ordinary Shares in proportion (as nearly as may be practicable) to their existing holdings and of equity securities as required by the rights of those securities or as the directors may otherwise consider necessary, and so that the directors may impose any limits or restrictions and make any arrangements that they consider necessary or appropriate to deal with treasury shares, fractional entitlements, record dates, legal, regulatory or practical problems in, or under the laws of, any territory or the requirements of any regulatory body or stock exchange or any other matter. Together, the aggregate nominal amount of any relevant securities issued under the authority conferred by paragraphs (a) and (b) may not exceed €301,477 or 20 percent of the aggregate nominal value of our issued share capital as of April 24, 2024.

Unless previously renewed, revoked or varied, the authority conferred by this Amended Proposal 9 shall apply in substitution for all existing authorities under section 551 of the U.K. Companies Act and expire at the end of the next annual general meeting of the Company (or, if earlier, at the close of business on August 31, 2025), save that the Company may, before such expiry make offers or enter into agreements that would or might require shares to be allotted or rights to subscribe for, or to convert any security into, shares to be granted after such expiry and the directors may allot shares or grant such rights in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

Approval of this proposal does not affect any shareholder approval requirements of the NYSE for share issuances, such as in connection with certain acquisitions or in connection with raising additional capital. The Company will continue to be subject to NYSE shareholder approval requirements. The form of shareholder resolution for this proposal is set forth under the heading "Shareholder Resolutions for 2024 Annual General Meeting" beginning on page 75 of this proxy statement. There is no present intention to exercise this authority.

If this proposal is approved, our Board may allot equity securities up to the aggregate nominal value of equity securities set forth above until the next annual general meeting or August 31, 2025. In order to continue allotting shares after the Annual Meeting if this proposal does not receive shareholder approval, including to raise capital or to engage in merger and acquisition activity where the Company would like to issue shares, we would be required to seek shareholder approval of the authority to allot equity securities at a future general meeting or annual general meeting.

PROPOSAL 10: RESOLUTION TO AUTHORIZE THE BOARD OF DIRECTORS TO ISSUE EQUITY SECURITIES WITHOUT PRE-EMPTIVE RIGHTS



The Board of Directors unanimously recommends that shareholders vote "FOR" approval of the authorization of the Board to issue equity shares without the application of pre-emptive rights.

The special resolution proposed in this Proposal 10 is required under the U.K. Companies Act and is customary for public limited companies incorporated under the laws of England and Wales. This authorization is required as a matter of U.K. law and is not otherwise required for companies listed on the NYSE or organized within the U.S.

In addition to the authorization to allot securities as set forth in Proposal 9, under the U.K. Companies Act, the issuance of equity securities that are to be paid for wholly in cash (except shares held under an employees' share scheme) must be offered first to the existing equity shareholders in proportion to their holdings, unless a special resolution (i.e., at least 75% of votes cast) has been passed in a general meeting of shareholders disapplying such pre-emption. Unlike most companies listed on the NYSE, which have no similar restrictions, our Board can only disapply pre-emptive rights in respect of such issuances authorized by our shareholders.

The Company proposes that, subject to the passing of the resolution included in Proposal 9, the directors of the Company be generally empowered to:

- (a) (pursuant to section 570 of the U.K. Companies Act) allot equity securities (as defined in section 560 of the U.K. Companies Act) pursuant to the authority conferred by Proposal 9 for cash, and/or
- (b) pursuant to section 573 of the U.K. Companies Act) sell ordinary shares held by the Company as treasury shares for cash,

in each case, free of the restriction in section 561 of the U.K. Companies Act. This resolution would give the directors the ability to raise additional capital by selling Ordinary Shares for cash or conduct a rights issue without first offering them to existing shareholders in proportion to their existing shareholdings. Absent this ability, our flexibility to use our share capital to pursue strategic transactions or finance growth would be severely limited.

The power would be limited to allotments and/or sales of treasury shares for cash:

- (a) in the case of allotments authorized by paragraph (a) of Proposal 9, (i) in connection with a pre-emptive offer or (ii) otherwise than in connection with a pre-emptive offer of up to an aggregate nominal amount of €150,738; and
- (b) in the case of allotments authorized by paragraph (b) of Proposal 9, of the equity securities to be issued in connection with a rights issue.

The amount set forth in paragraph (a)(ii) above represents approximately 10% of the issued ordinary share capital of the Company as of April 24, 2024, the latest practicable date prior to the publication of this proxy statement. The directors will only allot shares with a nominal value of more than €75,369, being approximately 5% of the issued ordinary share capital of the Company as of April 24, 2024, for cash pursuant to this authority where that allotment is in connection with an acquisition or a specified capital investment which is announced at the same time as the allotment, or which has taken place in the preceding six-month period and is disclosed in the announcement of that allotment. The authority to allot the additional 5% of the issued share capital would not be used as a matter of routine, but only where the flexibility is merited by the nature of the transaction and is thought to be to the advantage of shareholders as a whole.

This resolution would provide the directors with additional flexibility to pursue strategic transactions and to finance growth with equity.

Unless previously renewed, revoked, or varied, the power conferred by this resolution shall apply in substitution for all existing powers under sections 570 of the U.K. Companies Act and expire at the end of the next annual general meeting of the Company (or, if earlier, at the close of business on August 31, 2025), save that the Company may, before such expiry make offers or enter into agreements that would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired. The form of shareholder resolution for this proposal is set forth under the heading "Shareholder Resolutions for 2024 Annual General Meeting" on page 75 of this proxy statement. There is no present intention to exercise this authority.

Under the U.K. Companies Act, the authorization of the Board to issue shares without pre-emptive rights must be passed as a special resolution. As a special resolution, this proposal requires that at least 75% of the votes cast at the meeting be cast in favor of this proposal.

Under the U.K. Companies Act, the Company must seek authorization to allot equity securities without the application of pre-emptive rights at least as often as it is required to seek authorization to allot equity securities. If this proposal is approved, our Board may allot equity securities as limited by this resolution without the application of pre-emptive rights until the next annual general meeting or August 31, 2025.

In order to continue allotting equity securities without the application of pre-emptive rights following the Annual Meeting if this proposal does not receive shareholder approval, we would be required to seek shareholder approval of the authority to allot equity securities at a future annual general meeting.

PROPOSAL 11: ORDINARY RESOLUTION TO AUTHORIZE THE BOARD OF DIRECTORS TO ISSUE SHARES UNDER OUR EQUITY INCENTIVE PLANS



The Board of Directors unanimously recommends that shareholders vote "FOR" the authorization of the Board to issue shares in connection with the Company's equity incentive plans.

The ordinary resolution proposed in this Proposal 11 is required under the U.K. Companies Act to enable the Company to issue shares to participants in its equity incentive plans. This authorization is required as a matter of English law and is not otherwise required for companies listed on the NYSE or organized within the United States. Under the U.K. Companies Act, directors are, with certain exceptions, unable to allot, or issue, shares without being authorized either by the shareholders in a general meeting or by a company's articles of association.

At the 2021 annual general meeting, the shareholders approved the Company's 2021 Equity Incentive Plan (the "2021 Equity Incentive Plan"), which replaced the Company's prior equity incentive plans. The aggregate number of authorized shares that may be issued under the 2021 Equity Incentive Plan as of April 24, 2024 is 3,785,902 shares of common stock, subject to adjustment as in the 2021 Equity Incentive Plan.

Unlike most companies listed on the NYSE who have authority under their equity plans to grant and issue shares following shareholder approval of the plan, our authority as a U.K. company to issue shares under our equity plans only continues until this upcoming Annual Meeting. As a result, the Company proposes that the shareholders authorize the directors at the Annual Meeting to exercise all the powers of the Company to allot (or issue) shares in the Company pursuant to our equity plans equal to an aggregate nominal amount of €37,589.

The Company expects to seek renewal of this authority annually. Therefore, unless previously renewed, revoked or varied, the authority conferred by this Proposal 11 shall apply in substitution for all existing authorities under section 551 of the U.K. Companies Act and expire at the end of the next annual general meeting of the Company. Approval of this proposal does not affect any shareholder approval requirements of the NYSE for share issuances or equity plans. The form of shareholder resolution for this proposal is set forth under the heading "Shareholder Resolutions for 2024 Annual General Meeting" on page 75 of this proxy statement.

If this proposal is approved, our Board may issue shares pursuant to the 2021 Equity Incentive Plan, up to the aggregate nominal value of shares set forth above until the end of the next annual general meeting. If shareholders do not approve this proposal, we will not have the authority to issue any shares under our equity plans, and we would be required to seek shareholder approval to issue shares under our equity plans at a future meeting.

PROPOSAL 12: RESOLUTION TO AUTHORIZE THE BOARD OF DIRECTORS TO ISSUE EQUITY SECURITIES UNDER OUR EQUITY INCENTIVE PLANS WITHOUT PRE-EMPTIVE RIGHTS



The Board of Directors unanimously recommends that shareholders vote "FOR" approval of the authorization of the Board to issue equity securities under our Equity Plans without the application of pre-emptive rights.

The special resolution described in this Proposal 12 is required under the U.K. Companies Act to issue equity securities under our equity plans without first offering these securities, in proportion to their existing holdings, to current shareholders. This authorization is required as a matter of English law and is not otherwise required for companies listed on the NYSE or organized within the United States. Under the U.K. Companies Act, our issuance of any equity securities must be offered first to the existing equity shareholders in proportion to their holdings, unless a special resolution (i.e., at least 75% of votes cast) has been passed in a meeting of shareholders disapplying such preemption.

We propose that, subject to the passing of the resolution in Proposal 11, our Board be generally empowered to issue equity securities (as defined in section 560 of the U.K. Companies Act), up to an aggregate nominal amount of €37,589, pursuant to the authority conferred by Proposal 11, free of the pre-emptive rights set forth in section 561 of the U.K. Companies Act. Absent this ability, our flexibility to issue shares previously authorized by shareholders in connection with our Equity Plans would be severely limited.

The form of shareholder resolution for this proposal is set forth under the heading "Shareholder Resolutions for 2024 Annual General Meeting" on page 75 of this proxy statement.

If this proposal is approved, our Board may issue equity securities under the 2021 Equity Incentive Plan without the application of pre-emptive rights until the end of our next annual general meeting. If this proposal does not receive shareholder approval, we would be required to seek shareholder approval of the authority to issue equity securities under the Equity Plans without the application of pre-emptive rights at a future shareholders meeting.

DIRECTOR COMPENSATION

The Compensation Committee reviews non-executive director compensation on a bi-annual basis in accordance with the Directors' Compensation Policy approved by shareholders. Under U.K. law, we must obtain shareholder approval for any material change to our Director Compensation Policy. Shareholders last approved the Directors' Compensation Policy in 2022. The compensation structure for non-executive directors currently includes:

Annual Cash Retainer

In July 2023, we increased our non-executive director annual cash retainer from \$85,000 to \$100,000 (the "Annual Cash Retainer"). The Chairman of the Board receives an incremental annual retainer of \$140,000 cash.

Annual Equity Retainer

We grant an annual equity retainer in the form of RSUs to our non-executive directors in order to better align their incentives with the goal of increasing value for our shareholders. In July 2023, we increased the non-executive director RSU award from \$150,000 to \$175,000 in market value. This award is granted upon re-election to the Board and is calculated by dividing the annual equity award market value by the share price on the date of grant, which amount is then rounded up to the fullest share. The RSUs vest 100% on the date of the annual shareholders meeting in the year following the date of grant. In accordance with the policy described above, on May 26, 2023, the Board granted 3,240 RSUs under the 2021 Equity Incentive Plan to each of our non-executive directors elected at our 2022 Annual General Meeting. Any non-executive director who is elected or appointed to the Board not in connection with an Annual General Meeting is granted an initial RSU award as set forth above, pro-rated to reflect the actual time served on the Board for period of service until the next scheduled Annual General Meeting of Shareholders.

Annual Committee Member Fees

Audit Committee members receive a fee of \$10,000, Compensation Committee members receive a fee of \$9,000, Nominating & Corporate Governance members receive a fee of \$7,500, and Finance Committee and Growth & Innovation Committee members receive a fee of \$5,000. No changes were made to Annual Committee Member Fees as part of the July 2023 Director Compensation review.

Annual Committee Chair Fees

Committee chairs receive an additional retainer fee over annual committee member fees. In July 2023, the Audit Committee chair's fee was increased from \$20,000 to \$26,000, the Compensation Committee chair's fee was increased from \$15,000 to \$21,000, the Nominating & Corporate Governance chair's fee was increased from \$12,500 to \$16,000, and the Finance Committee and Growth & Innovation Committee chairs' fees were increased from \$10,000 to \$12,500.

Other Fees

Non-executive directors received a fee for attendance at meetings held in the United Kingdom. In July 2023, this amount was increased from \$3,000 to \$5,000. All directors are also reimbursed for U.K. and Netherlands tax advisory and preparation fees and reasonable out-of-pocket expenses incurred in connection with their service.

Stock Ownership Policy

Non-executive directors are required to hold five times the Annual Cash Retainer in share value, currently a \$500,000 holding requirement. This policy ensures that directors maintain a meaningful ownership stake in the Company and that they are encouraged to take a long-term view on value creation. Directors have until five years from joining the Board to reach this ownership requirement.

As of December 31, 2023, all directors met the director ownership requirement, with the exception of Messrs. Black, Mirshekari, and Vijayvargiya who have until January 1, 2026, March 1, 2029, and June 21, 2028, respectively, to meet the requirement.

The table below sets forth the total compensation paid to our non-executive directors in fiscal year 2023.

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$) ⁽¹⁾	Total (\$)
John P. Absmeier	110,500	150,024	260,524
Daniel L. Black	119,500	150,024	269,524
Lorraine A. Bolsinger	127,250	150,024	277,274
James E. Heppelmann ⁽²⁾	45,625	0	45,625
Constance E. Skidmore	135,000	150,024	285,024
John Mirshekari ⁽³⁾	0	0	0
Steven A. Sonnenberg	108,000	150,024	258,024
Martha N. Sullivan	107,583	150,024	257,607
Andrew C. Teich	259,750	150,024	409,774
Jugal Vijayvargiya ⁽⁴⁾	58,250	137,539	195,789
Stephen M. Zide	106,750	150,024	256,774

⁽¹⁾ Represents the grant-date fair value calculated in accordance with ASC 718. Refer to Note 4, "Share-Based Payment Plans", to our audited consolidated financial statements included in our Annual Report on Form 10-K for fiscal year 2023 for the method of calculation and assumptions used.

⁽²⁾ Mr. Heppelmann retired from his position as a Director in May 2023.

⁽³⁾ Mr. Mirshekari received no compensation in fiscal year 2023 since he was not appointed to the Board until March 1, 2024.

⁽⁴⁾ Mr. Vijayvargiya received a pro-rated award upon his appointment to the Board on June 21, 2023 in accordance with the Directors' Compensation Policy

CERTAIN RELATIONSHIPS AND RELATED-PERSON TRANSACTIONS

The Board of Directors has adopted a Related-Person Transactions Policy regarding transactions with related persons. This policy requires that a "related person" (as defined in paragraph (a) of Item 404 of Regulation S-K) must promptly disclose to our General Counsel any "related-person transaction" (defined as any transaction that is reportable by us under Item 404(a) of Regulation S-K, in which we were or are to be a participant and the amount involved exceeds \$120,000, and in which any related person had or will have a direct or indirect material interest) and all material facts with respect thereto. Our General Counsel will then promptly communicate that information and refer any potential related person transaction to the Audit Committee. No related-person transaction will be consummated or will continue without the approval or ratification of the Audit Committee. If advance Audit Committee approval is not feasible, then the related-person transaction shall be considered and may be ratified, modified, or terminated as the Audit Committee may determine at its next regularly scheduled meeting. In determining whether to approve or ratify a related-person transaction, the Audit Committee takes into account, among other factors it deems appropriate, whether the interested transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related person's interest in the transaction. Any director involved in a related-person transaction must recuse themselves from any vote involving the transaction in which he or she may have an interest.

SHAREHOLDERS' REQUESTS UNDER SECTION 527 OF THE U.K. COMPANIES ACT

Under section 527 of the U.K. Companies Act, members meeting the threshold requirements set out in that section have the right to require the Company to publish a statement on a website setting out any matter relating to:

- the audit of the Company's accounts (including the auditor's report and the conduct of the audit) that are to be laid before the annual general meeting; or
- any circumstance connected with an auditor of the Company ceasing to hold office since the last annual general meeting.

The Company may not require the shareholders requesting any such website publication to pay its expenses in complying with sections 527 or 528 of the U.K. Companies Act. Where the Company is required to place a statement on a website

under section 527 of the U.K. Companies Act, it must forward the statement to the Company's auditor not later than the time when it makes the statement available on the website. The business that may be dealt with at the annual general meeting includes any statement that the Company has been required under section 527 of the U.K. Companies Act to publish on a website.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information regarding the ownership of the Company's ordinary shares as of March 30, 2024 held by (1) each person known to us to beneficially own 5% or more of the ordinary shares of the Company; (2) each of the Named Executive Officers and directors; and (3) all of our executive officers and directors as a group.

The percentage of shares beneficially owned is based upon 150,473,674 legally issued ordinary shares according to English law as of March 30, 2024.

Beneficial ownership is determined in accordance with the applicable rules and regulations of the SEC. These rules generally provide that a person is the beneficial owner of securities if such person has or shares the power to vote or direct the voting thereof, or to dispose or direct the disposition thereof, or has the right to acquire such powers within 60 days. Ordinary shares subject to options that are currently exercisable or exercisable within 60 days and restricted securities that vest within 60 days are deemed to be outstanding and beneficially owned by the person holding these options or securities for the purposes of computing the percentage ownership of that person and any group of which that person is a member. These ordinary shares, however, are not deemed outstanding for the purposes of computing the percentage ownership of any other person. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all ordinary shares shown as beneficially owned by them, subject to applicable community property laws.

Name	Ordinary Shares Beneficially Owned	Percentage of Outstanding Shares
5% Beneficial Owners:		
The Vanguard Group, Inc. ⁽¹⁾⁽²⁾	14,910,505	9 %
BlackRock, Inc. ⁽²⁾	14,443,023	9 %
Janus Henderson Group plc ⁽¹⁾⁽²⁾	9,691,311	6 %
Artisan Partners Limited Partnership ⁽¹⁾⁽²⁾	9,352,937	6 %
Directors, Director Nominees, and Named Executive Officers: ⁽³⁾		
Jeffrey J. Cote	439,230	*
Brian K. Roberts	—	*
Lynne J. Caljouw	32,616	*
Jennifer L. Slater	3,208	*
George Verras	53,382	*
John P. Absmeier	13,932	*
Daniel L. Black	6,886	*
Lorraine A. Bolsinger	10,977	*
John Mirshekari	—	*
Constance E. Skidmore	19,369	*
Steven A. Sonnenberg	10,870	*
Martha N. Sullivan	930,260	*
Andrew C. Teich	38,733	*
Stephen M. Zide	41,846	*
Jugal Vijayvargiya	—	*
All directors and executive officers as a group (16 persons)	1,619,905	1 %

* Less than 1%

⁽¹⁾ Reporting person is an investment adviser registered under Section 203 of the Investment Advisers Act of 1940.

(2) Information for our shareholders that beneficially own greater than 5% of our ordinary shares can be disaggregated as follows:

	Source of Information		Ordinary Shares				Address
			Voting Power		Dispositive Power		
	Schedule	Filing Date	Sole	Shared	Sole	Shared	
The Vanguard Group, Inc	13G/A	February 13, 2024	—	50,733	14,697,337	213,168	100 Vanguard Blvd. Malvern, PA 19355
BlackRock, Inc.	13G/A	January 24, 2024	14,125,769	—	14,443,023	—	55 East 52nd Street New York, NY 10055
Janus Henderson Group plc	13G/A	February 13, 2024	—	9,691,311	—	9,691,311	201 Bishopsgate EC2M 3AE United Kingdom
Artisan Partners Limited Partnership	13G/A	February 12, 2024	—	9,109,617	—	9,352,937	875 East Wisconsin Avenue Suite 800 Milwaukee, WI 53202

(3) Information regarding the holdings of our directors, director nominees, and Named Executive Officers can be disaggregated as follows:

	Direct Holdings				Indirect Holdings
	Ordinary Shares	Options		Restricted Securities	Ordinary Shares
	Held at 3/30/24	Currently Exercisable	Exercisable within 60 days	Vesting within 60 days	Held at 3/30/24
Jeffrey J. Cote	30,091	157,675	—	75,698	175,766 (a)
Brian K. Roberts	—	—	—	—	—
Lynne J. Caljouw	11,956	8,579	—	12,081	—
Jennifer L. Slater	1,408	—	—	1,800	—
George Verras	21,901	19,400	—	12,081	—
John P. Absmeier	13,932	—	—	—	—
Daniel Black	6,886	—	—	—	—
Lorraine A. Bolsinger	10,977	—	—	—	—
John Mirshekari	—	—	—	—	—
Constance E. Skidmore	19,369	—	—	—	—
Steven A. Sonnenberg	10,870	—	—	—	—
Martha N. Sullivan	264,544	629,183	—	—	36,533 (b)
Andrew C. Teich	23,093	15,640	—	—	—
Stephen M. Zide	26,206	15,640	—	—	—
Jugal Vijayvargiya	—	—	—	—	—

(a) Includes 133,766 ordinary shares held indirectly by an irrevocable family trust having a disinterested trustee for the benefit of Mr. Cote's spouse and children and 42,000 ordinary shares held indirectly by an irrevocable indenture trust for the benefit of Mr. Cote and children.

(b) Includes 36,533 ordinary shares held in a grantor retained annuity trust where Ms. Sullivan is the sole trustee.

PROPOSALS FOR THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

Rule 14a-8 Proposals

Pursuant to Rule 14a-8 under the Exchange Act, shareholders who intend to have a proposal considered for inclusion in our proxy materials for presentation at our 2025 annual general meeting of shareholders must submit the proposal to the Company Secretary of Sensata Technologies Holding plc, c/o Sensata Technologies, Inc., 529 Pleasant Street, Attleboro, Massachusetts 02703, in writing not later than 120 days before the anniversary of the date on which we sent our proxy materials for the AGM, or December 19, 2024, unless the date of the 2025 annual general meeting of shareholders is changed by more than 30 days from the date of the AGM, and must satisfy the requirements of the proxy rules promulgated by the SEC.

Other Proposals

Shareholders intending to include a proposal on the agenda for the 2025 annual general meeting of shareholders, irrespective of whether they intend to have the proposal included in our proxy statement, must comply with the requirements under our Articles of Association and English law. Under Section 338 of the U.K. Companies Act 2006, shareholders representing at least 5% of holders entitled to vote on a resolution at an annual general meeting may require the Company to include such resolution in its notice of an annual general meeting. Provided the applicable thresholds are met, notice of the resolution must be received by the Company Secretary of Sensata Technologies Holding plc, c/o Sensata Technologies, Inc., 529 Pleasant Street, Attleboro, Massachusetts 02703, at least six weeks prior to the date of the annual general meeting, or, if later, at the time notice of the annual general meeting is delivered to shareholders. Additionally, in accordance with our Articles of Association, shareholders who intend to nominate a director to be elected at the 2025 annual general meeting of shareholders must provide the Company Secretary with written notice of such nomination 7 days prior to the date of such meeting, together with written notice signed by the director nominee regarding his or her willingness to be elected.

Proposals and nominations that are not received by the dates specified above, or otherwise do not meet all relevant requirements, will be considered untimely or improper, as applicable. You may contact the Company Secretary at companysecretary@sensata.com for a copy of the relevant provisions of our Articles of Association regarding the requirements for making shareholder proposals.

In addition to satisfying the foregoing requirements under our Articles of Association, to comply with the universal proxy rules, shareholders who intend to solicit proxies in support of director nominees other than the Company's nominees must provide notice that sets forth the information required by Rule 14a-19 under the Exchange Act no later than March 26, 2025.

We reserve the right to reject, rule out of order, or take other appropriate action with respect to any proposal that does not comply with these or other applicable requirements.

SOLICITATION OF PROXIES

We are paying the costs for the solicitation of proxies, including the cost of preparing and mailing this Proxy Statement. Proxies are being solicited primarily by mail, but in addition, the solicitation by mail may be followed by solicitation by telephone or facsimile, either by our regular employees (without additional compensation) or by a third party contractor, Laurel Hill Advisory Group, LLC, 1-888-742-1305. We will incur approximately \$12,000 as a result of our contract with Laurel Hill Advisory Group, LLC. In addition, we reimburse contractors, brokers, banks, and other custodians and nominees for their reasonable out-of-pocket expenses incurred in sending proxy materials to our shareholders.

GENERAL AND HOUSEHOLDING OF PROXY MATERIALS

The Sensata Technologies Holding PLC Annual Report for the fiscal year ended December 31, 2023 is being made available to shareholders together with this Proxy Statement. The Annual Report is not part of the soliciting materials.

The information set forth in this Proxy Statement under the captions "Report of the Compensation Committee of the Board of Directors" and "Report of the Audit Committee of the Board of Directors" shall not be deemed to be (i) incorporated by reference into any filing by us under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent that in any such filing we expressly incorporate such information by reference, or (ii) "soliciting material" or "filed" with the SEC.

SEC rules permit companies and intermediaries such as brokers to satisfy delivery requirements for proxy statements and notices with respect to two or more shareholders sharing the same address by delivering a single proxy statement or a single notice addressed to those shareholders. This process, which is commonly referred to as "householding", provides cost savings for companies. If, at any time, you no longer wish to participate in householding and would prefer to receive a separate proxy statement or notice, or if your household is receiving multiple copies of these documents and you wish to request that future deliveries be limited to a single copy, please notify your broker. You can also request, and the Company will promptly deliver, a separate copy of the notice or the proxy materials by contacting the Company at Sensata Technologies Holding plc, c/o Sensata Technologies, Inc., Attention: Investor Relations, 529 Pleasant Street, Attleboro, Massachusetts 02703.

OTHER MATTERS

The Board knows of no other matters that will be presented for consideration at the Annual Meeting.

By Order of the Board of Directors,



Andrew C. Teich
Chairman of the Board

April 29, 2024

A copy of the Sensata Technologies Holding plc Annual Report on Form 10-K for the fiscal year ended December 31, 2023, including the financial statements and the financial statement schedules thereto, is available without charge upon written request to: Sensata Technologies Holding plc, c/o Sensata Technologies, Inc., Attention: Investor Relations, 529 Pleasant Street, Attleboro, Massachusetts 02703.

SHAREHOLDER RESOLUTIONS FOR 2024 ANNUAL GENERAL MEETING

Proposal 1: Ordinary Resolution to Approve the Election of Directors

IT IS PROPOSED THAT each of the following individuals be, and each of the following hereby is, by way of separate ordinary resolution, elected to serve as director until the election and qualification of his or her respective successor or until his or her earlier death, removal or resignation:

Andrew C. Teich
John P. Absmeier
Daniel L. Black
Lorraine A. Bolsinger
John Mirshekari
Constance E. Skidmore
Steven A. Sonnenberg
Martha N. Sullivan
Jugal Vijayvargiya
Stephen M. Zide

Proposal 2: Ordinary Advisory Resolution on Executive Compensation

IT IS PROPOSED THAT, on an advisory basis, the compensation paid to our Named Executive Officers, as disclosed in the proxy statement filed by Sensata Technologies Holding plc in connection with its Annual General Meeting of Shareholders to be held on June 11, 2024, pursuant to Item 402 of Regulation S-K (including the disclosures set forth in the compensation discussion and analysis, tables and accompanying narrative disclosures) be, and it hereby is approved.

Proposal 3: Ordinary Resolution Ratifying the Appointment of Independent Registered Public Accounting Firm

IT IS PROPOSED THAT the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for fiscal 2024 be, and it hereby is, ratified and approved.

Proposal 4: Ordinary Advisory Resolution on Directors' Compensation Report

IT IS PROPOSED THAT, on an advisory basis, the Directors' Compensation Report set out in Appendix A of this proxy statement and included in the Company's annual report and accounts for the year ended December 31, 2023, be and hereby is, approved.

Proposal 5: Ordinary Resolution to Approve the Appointment of U.K. Statutory Auditor

IT IS PROPOSED THAT the appointment of Deloitte LLP as the U.K. Statutory Auditor of the Company, to hold office until the conclusion of the next annual general meeting of shareholders be, and hereby is, approved.

Proposal 6: Ordinary Resolution to Authorize the Audit Committee to Determine the Company's U.K. Statutory Auditor's Remuneration for and on behalf of the Board

IT IS PROPOSED THAT the Audit Committee be authorized for and on behalf of the Board to determine the remuneration of Deloitte LLP, the Company's U.K Statutory Auditor.

Proposal 7: Ordinary Resolution to Receive the Annual Report and Accounts of the Company for the period ended December 31, 2023

IT IS PROPOSED THAT the annual report and accounts for the Company for the year ended December 31, 2023, be and hereby are, received.

Proposal 8: Special Resolution to Approve Forms of Share Repurchase Contracts and Repurchase Counterparties

IT IS PROPOSED THAT, the terms of the proposed share repurchase agreements set out in Appendix C, Appendix D, Appendix E and Appendix F of this proxy statement (the "Share Repurchase Agreements") be and hereby are, approved, provided that:

(a) the maximum price that may be paid to purchase an ordinary share shall be 110% of the last reported sale price per share for ordinary shares on the NYSE or such other exchange on which the ordinary shares are principally listed from time to time, in each case determined at the time that the purchase is made;

(b) the maximum aggregate number of ordinary shares that may be purchased pursuant to the Share Repurchase Agreements shall not exceed 20% of the total issued ordinary shares of the Company as at 5:00 pm (London time) on June 11, 2024 as adjusted on a proportionate basis to take into account any consolidation or division of shares from time to time; and

(c) the authority conferred by this resolution shall, unless varied, revoked, or renewed prior to such time, expire on June 11, 2029, and the directors and officers of the Company, any one of whom individually or jointly with other director(s) and/or officer(s), be and are hereby authorized to enter into and complete the Share Repurchase Agreements between the Company and any of the approved counterparties listed in Proposal 8 of this proxy statement as the Company may determine.

Proposal 9: Ordinary Resolution to Authorize the Board to Issue Equity Securities

IT IS PROPOSED THAT, in substitution for all existing authorities, the directors of the Company be generally and unconditionally authorized, subject to the provisions of our Articles and in accordance with section 551 of the U.K. Companies Act and up to an aggregate nominal amount of €301,477 (which represents an amount that is approximately equal to 20 percent of the aggregate nominal value of the issued share capital of the Company as of April 24, 2024, the latest practicable date prior to the publication of the Proxy Statement), to exercise all the powers of the Company: (a) to allot securities in the Company and to grant rights to subscribe for or to convert any security into shares in the Company; and (b) to allot equity securities (with the meaning of section 560 of the Act) by way of a rights issue.

Unless previously renewed, revoked or varied, the authority conferred by this resolution shall apply in substitution for all existing authorities under section 551 of the U.K. Companies Act and expire at the end of the next annual general meeting of the Company (or, if earlier, at the close of business on August 31, 2025), save that the Company may, before such expiry, make offers or enter into agreements which would or might require shares to be allotted or rights to subscribe for, or to convert any security into, shares to be granted after such expiry and the directors may allot shares or grant such rights in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

In this Proposal 9, (i) "rights issue" means an offer to (x) holders of Ordinary Shares in proportion (as nearly as may be practicable) to their existing holdings and (y) holders of other equity securities as required by the rights of those securities or as the directors may otherwise consider necessary, but subject to such exclusions or other arrangements as the directors may deem necessary or appropriate to deal with treasury shares, fractional entitlements, record dates, legal, regulatory or practical problems in, or under, the laws of any territory or the requirements of any regulatory body or stock exchange or any other matter; and (ii) the nominal amount of any securities shall be taken to be, in the case of rights to subscribe for, or to convert any securities into, shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights.

Proposal 10: Special Resolution to Authorize the Board to Issue Equity Securities without Pre-emptive Rights

IT IS PROPOSED THAT, in substitution for all existing authorities, subject to the passing of Proposal 9, the directors of the Company be generally empowered (in accordance with section 570 of the U.K. Companies Act) to allot equity securities (as defined in section 560 of the U.K. Companies Act) for cash pursuant to the authority conferred by Proposal 9 and/or pursuant to section 573 of the U.K. Companies Act to sell ordinary shares held by the Company as treasury shares for cash, in each case free of the restriction in section 561 of the U.K. Companies Act, provided that this power shall be limited to allotments or sales (a) in the case of allotments authorized by paragraph (a) of the ordinary resolution set forth in Proposal 9, (i) in connection with a pre-emptive offer or (ii) otherwise than in connection with a pre-emptive offer, up to an aggregate nominal amount of €75,369; and (b) in the case of allotments authorized by paragraph (b) of the ordinary resolution set forth in Proposal 9, of the equity securities to be issued in connection with a rights issue.

Unless previously renewed, revoked or varied, the power conferred by this resolution shall apply in substitution for all existing powers under sections 570 of the U.K. Companies Act and expire at the end of the next annual general meeting of the Company (or, if earlier, at the close of business on August 31, 2025), save that the Company may, before such expiry make offers or enter into agreements that would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired. In this Proposal 10, (i) "rights issue" has the meaning given in Proposal 9; (ii) "pre-emptive offer" means an offer of equity securities, open for acceptance for a period fixed by the directors to (x) holders of Ordinary Shares in proportion (as nearly as may be practicable) to their existing holdings, and (y) holders of other equity securities as required by the rights of those securities or as the directors may otherwise consider necessary, but subject in both cases to such exclusions or other arrangements as the directors may deem necessary or appropriate to deal with treasury shares, fractional entitlements, record dates, legal, regulatory or practical problems in, or under, the laws of any territory or the requirements of any regulatory body or stock exchange or any other matter; and (iii) the nominal amount of any securities shall be taken to be, in the case of rights to subscribe for, or to convert any securities into, shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights.

Proposal 11: Ordinary Resolution to Authorize the Board to Issue Equity Securities under our Equity Plans

IT IS PROPOSED THAT the directors of the Company be generally and unconditionally authorized (in accordance with section 551 of the U.K. Companies Act) to exercise all the powers of the Company to issue shares in the Company (as defined in section 540 of the U.K. Companies Act) or grant rights to subscribe for or to convert any security into shares in the Company up to an aggregate nominal amount of €37,589 in connection with the Company's equity incentive plans, for a period commencing on the date of the passing of this resolution and ending at the conclusion of the next annual general meeting of the Company unless previously renewed, varied or revoked by the Company in a general meeting.

Proposal 12: Special Resolution to Authorize the Board to Issue Equity Securities under our Equity Plans without Pre-emptive Rights

IT IS PROPOSED THAT, subject to the passing of Proposal 11, the directors be generally empowered (in accordance with section 570 of the U.K. Companies Act) to issue equity securities (as defined in section 560 of the U.K. Companies Act) for cash pursuant to the authority granted by Proposal 11 and/or pursuant to section 573 of the U.K. Companies Act to sell ordinary shares held by the Company as treasury shares for cash, in each case free of the restriction in section 561 of the Act, up to an aggregate nominal amount of €37,589 (to Pam) in connection with the Company's equity incentive plans, for a period commencing on the date of the passing of this resolution and ending at the conclusion of the next annual general meeting of the Company unless previously renewed, varied, or revoked by the Company in a general meeting but, in each case, so that the Company may make offers and enter into agreements before the authority expires which would, or might, require equity securities to be issued (and/or treasury shares to be sold) after the authority expires and the directors of the Company may issue equity securities (and/or sell treasury shares) under any such offer or agreement as if the authority conferred hereby had not expired.

QUESTIONS AND ANSWERS ABOUT THE ANNUAL MEETING

The following questions and answers are intended to address briefly some commonly asked questions regarding our Annual Meeting. They may not address all of the questions that may be important to you. Please refer to the more detailed information contained elsewhere in this proxy statement, its annexes and the documents referred to in this proxy statement for more information.

Why did I receive these proxy materials?

We have made these proxy materials available to you on the Internet or have delivered printed versions of these materials to you by mail to comply with our obligations under the U.K. Companies Act in connection with the solicitation of proxies for use at the Annual Meeting, and at any adjournment or postponement thereof. The proxy materials were first made available on or about April 29, 2024 to shareholders who held shares as of April 22, 2024, which we refer to as the "record date".

What matters will be presented for consideration at the Annual Meeting?

Action will be taken at the Annual Meeting with respect to the following proposals, each of which is described more fully below:

1. The election, by way of separate ordinary resolutions, of the ten nominees named in this proxy statement to serve as directors of the Company until our 2025 annual general meeting of shareholders.
2. An advisory resolution on executive compensation.
3. The ratification of the appointment of Deloitte & Touche LLP as our independent registered public accounting firm for the year ending December 31, 2024.
4. An advisory resolution on our Directors' Compensation Report.
5. The appointment of Deloitte LLP as U.K. statutory auditors of the Company, to hold office until the conclusion of the next annual general meeting of shareholders.
6. The authorization of the Audit Committee, for and on behalf of the Board, to determine the remuneration of Deloitte LLP as the Company's U.K. statutory auditor.
7. The receipt of the Company's 2023 Annual Report and Accounts.
8. The approval of the form of certain share repurchase contracts to be used in the Company's share repurchase program and the counterparties with whom the Company may conduct such repurchase transactions.
9. The authorization of the directors to issue equity securities.
10. The authorization of the directors to issue equity securities without offering pre-emptive rights required under the U.K. Companies Act.
11. The authorization of the directors to issue equity securities pursuant to our equity incentive plans.
12. The authorization of the directors to issue equity securities pursuant to our equity incentive plans without offering pre-emptive rights required under the U.K. Companies Act.

Are any matters being presented at the Annual Meeting mandated under English law?

Proposals 4 through 12 are items required to be approved by shareholders periodically under the U.K. Companies Act and generally do not have an analogous requirement under U.S. law. As such, while these proposals may be familiar and routine to shareholders accustomed to being shareholders of companies incorporated in England and Wales, other shareholders may be less familiar with these routine proposals and should review and consider each proposal carefully.

Will any other matters be decided at the Annual Meeting?

At the date of this proxy statement, we do not know of any other matters to be raised at the Annual Meeting other than those described in this proxy statement.

Who is entitled to vote at the Annual Meeting?

Holders of ordinary shares, nominal value EUR 0.01 per share, as of the close of business in New York on April 22, 2024, are entitled to vote at the Annual Meeting. As of April 22, 2024, there were 150,738,907 ordinary shares outstanding and entitled to vote. Unless disenfranchised under applicable law and/or our Articles of Association, each ordinary share is entitled to one vote on each matter properly brought before the Annual Meeting.

What is the difference between holding ordinary shares as a shareholder of record and as a beneficial owner?

If you are registered on the register of members of the Company in respect of ordinary shares, you are considered, with respect to those ordinary shares, the shareholder of record, and these proxy materials are being sent directly to you by the Company. If your ordinary shares are held in a stock brokerage account or by a broker, bank or other nominee, you are considered the beneficial owner of shares held in street name, and these proxy materials are being made available or forwarded to you by your broker, bank or other nominee who is considered, with respect to those shares, the shareholder of record. As the beneficial owner, you have the right to direct your broker, bank or other nominee on how to vote your ordinary shares by following the instructions for voting on the notice or proxy card (if you received one).

How do I vote my shares without attending the Annual Meeting?

If you are a shareholder of record, you may appoint a proxy to vote on your behalf using any of the following methods:

- by telephone using the toll-free telephone number shown on the notice or proxy card (if you received one);
- through the Internet as instructed on the notice or proxy card (if you received one); or
- by mail by completing and signing a proxy card (if you received one) and returning it in the prepaid envelope provided.

Telephone and Internet proxy appointment facilities for shareholders of record will be available 24 hours a day. If you give instructions as to your proxy appointment by telephone, through the Internet, or by mail, such instructions must be received by 11:59 p.m., Eastern Time on June 10, 2024. If you properly give instructions as to your proxy appointment by telephone, through the Internet or by executing and returning a paper proxy card (if you received one), and your proxy appointment is not subsequently revoked, your ordinary shares will be voted in accordance with your instructions. If you are a shareholder of record and you execute and return a proxy card but do not give instructions, your proxy will be voted as follows:

- FOR the election of all nominees for director named in this proxy statement (in each case, to be approved by way of a separate ordinary resolution);
- FOR advisory approval of the compensation of our NEOs by way of ordinary resolution;
- FOR the ratification of the appointment of Deloitte & Touche LLP as our independent registered public accounting firm for the year ending December 31, 2024;
- FOR advisory approval of the Directors' Compensation Report;
- FOR the appointment of Deloitte LLP as our U.K. statutory auditor by way of ordinary resolution;
- FOR authorizing the Audit Committee, for and on behalf of the Board, to determine the remuneration of Deloitte LLP as the Company's U.K. statutory auditor by way of ordinary resolution;
- FOR the receipt of the Company's Annual Report and Accounts by way of ordinary resolution;
- FOR the approval of the form of four share repurchase contracts and the counterparties through which the Company may conduct repurchases by way of special resolution;
- FOR the authorization of our directors to issue ordinary shares of the Company by way of ordinary resolution;
- FOR authorization off our directors to issue ordinary shares of the Company free of pre-emptive rights set forth in the U.K. Companies Act by way of a special resolution;
- FOR the authorization of our directors to issue ordinary shares of the Company under our equity incentive plans by way of ordinary resolution;
- FOR authorization of our directors to issue ordinary shares of the Company under our equity incentive plans free of pre-emptive rights set forth in the U.K. Companies Act by way of a special resolution; and
- Otherwise in accordance with the judgment of the person or persons voting the proxy on any other matter properly brought before the Annual Meeting.

If you are a beneficial owner, you should follow the directions provided by your broker, bank, or other nominee. You may submit instructions by telephone or through the Internet to your broker, bank, or other nominee, or request and return a paper proxy card to your broker, bank, or other nominee.

May I vote at the Annual Meeting rather than by proxy?

We encourage you to vote through the Internet or the telephone or to complete and return a proxy card (if you received one) by mail prior to the Annual Meeting to ensure that your vote is counted. You can attend the Annual Meeting and vote your shares during the meeting. If you plan to vote in person, bring your printed notice or proxy card (if you received one). Otherwise, the Company will give shareholders of record a ballot at the Annual Meeting. If you are a beneficial owner, you must obtain a legal proxy from the organization that holds your shares if you wish to attend the Annual Meeting and vote in person.

What should I do if I receive more than one notice or proxy card?

If you own some ordinary shares directly in your name as a registered holder and other ordinary shares as a beneficial owner through a broker, bank or other nominee, or if you own ordinary shares through more than one broker, bank or other nominee, you may receive multiple notices or proxy cards. You will need to complete, sign and return all of the proxy cards included in the proxy materials that you receive or follow the instructions for any alternative voting procedure on each of the notices or proxy cards that you receive in order to vote all of the shares you own.

How is a quorum determined?

The presence of the holders of shares in the Company who together represent at least the majority of the voting rights of all of the shareholders entitled to vote, present in person or by proxy, at the Annual Meeting is necessary to constitute a quorum. Abstentions and broker non-votes will be counted as present and entitled to vote for purposes of determining a quorum at the Annual Meeting.

What is a broker non-vote?

If you own your ordinary shares through a broker, bank or other nominee, and do not provide the organization that holds your ordinary shares with specific voting instructions, then pursuant to the rules of the NYSE, the bank, broker or other nominee is generally permitted to vote your ordinary shares at its discretion on certain routine matters. With respect to certain non-routine matters, the broker, bank or other nominee is not permitted to vote your ordinary shares for you. If the broker, bank or other nominee that holds your ordinary shares does not receive voting instructions from you on how to vote your ordinary shares on a non-routine matter, it will inform the inspector of election that it does not have the authority to vote on this matter with respect to your ordinary shares. A broker non-vote occurs when a broker, bank or other nominee holding ordinary shares on your behalf does not vote on a particular proposal because it has not received voting instructions from you and does not have discretionary voting power with respect to that proposal.

What proposals are considered "routine" or "non-routine"?

Proposals 3, 5, 6, 7 and 8 (ratification of the appointment of Deloitte & Touche LLP as our independent registered public accounting firm for 2023, appointment of Deloitte LLP as our U.K. statutory auditor, authorizing the Audit Committee, for and on behalf of the Board, to determine our U.K. statutory auditor's remuneration, the receipt of the Company's Annual Report and Accounts and the approval of the form of share repurchase contracts and repurchase counterparties) are each considered a routine matter under the rules of the NYSE. A broker, bank or other nominee may generally vote on routine matters, and therefore no broker non-votes are expected to occur in connection with Proposals 3, 5, 6, 7 and 8.

Proposals 1, 2, 4 and 9 through 12 (the re-election of directors by way of separate ordinary resolutions, the advisory vote on executive compensation, the advisory vote on Directors' Compensation Report, the authorization to issue ordinary shares, the authorization to issue ordinary shares without regard to pre-emptive rights, the authorization to issue ordinary shares under our equity incentive plans and authorization to issue ordinary shares under our equity incentive plans without regard to pre-emptive rights) are matters considered non-routine under the rules of the NYSE. A broker, bank or other nominee may not vote on these non-routine matters without specific voting instructions from the beneficial owner. As a result, there may be broker non-votes with respect to Proposals 1, 2, 4 and 9 through 12.

What are the voting requirements to elect directors and approve each of the other resolutions?

The election of each of the ten nominees for director will be decided by ordinary resolution, which means that the nominee will be elected if a majority of the votes are cast in favor of the nominee's election. Abstentions and broker non-votes will not be counted as a vote either for or against a nominee for director. The resolutions proposed in Proposals 1 through 7, 9 and 11 will be proposed as ordinary resolutions, which means that, assuming a quorum is present, each resolution will be approved if a majority of the votes cast are cast in favor of the resolution. Abstentions and broker non-votes will not be counted as a vote either for or against these resolutions. If the number of votes cast against a resolution exceeds the number of votes cast for the resolution, the resolution will not be passed. With respect to Proposal 7 (regarding the receipt of the Company's annual report and accounts) and the non-binding advisory resolution in Proposal 2 (regarding the compensation of our NEOs), the results of the vote will not legally require the Board or any committee thereof to take any action (or refrain from taking any action). Nevertheless, our Board values the opinions of our shareholders as expressed through their advisory votes and other communications and the Board will carefully consider the outcome of the advisory votes. The resolutions proposed in Proposals 8, 10 and 12 will be proposed as special resolutions, which means that, assuming a quorum is present, these resolutions must be approved by shareholders representing at least 75% of the votes cast on the resolution. Abstentions and broker non-votes will not be counted as a vote either for or against this resolution. If fewer than 75% of the votes cast on the resolution are voted in favor of the resolution, the resolution will not be passed.

Can I change my vote and/or revoke my proxy?

If you are a shareholder of record, you can change your vote or revoke your proxy at any time before the Annual Meeting by:

- Entering a later-dated vote by telephone or through the Internet;
- Delivering a valid, later-dated proxy card;
- Sending written notice to the Office of the Company Secretary of Sensata; or
- Voting by ballot in person at the Annual Meeting.

If you hold shares in "street name", you may submit new voting instructions by contacting your bank, broker or other nominee. You may also change your vote or revoke your proxy by attending the Annual Meeting online or in person. We will honor the proxy with the latest date. However, no revocation will be effective unless we receive notice of such revocation at or prior to the deadlines mentioned above. For those shareholders who submit a proxy electronically or by telephone, the date on which the proxy is submitted in accordance with the instructions listed on the Notice or the proxy card is the date of the proxy.

Who can attend the Annual Meeting?

Shareholders as of the close of business in New York on April 22, 2024, which is the record date for voting, may attend the Annual Meeting. If you are a registered holder or broker, bank, or other nominee, you will need to present the proxy card that you received, together with a form of personal photo identification, in order to be admitted into the meeting. If you are the beneficial owner of shares held in "street name", you will need to provide proof of ownership, such as a recent account statement or letter from your bank, broker or other nominee as of the close of business in New York on April 22, 2024, along with a form of personal photo identification. Alternatively, you may contact the broker, bank or other nominee in whose name your ordinary shares are registered and obtain a legal proxy to bring to the Annual Meeting. No cameras, recording equipment, electronic devices, large bags, briefcases or packages will be permitted into the meeting or adjacent areas. All other items may be subject to search.

Who will pay the costs of this proxy solicitation?

We will pay the expenses of the preparation of proxy materials and the solicitation of proxies for the Annual Meeting. In addition to the solicitation of proxies by mail, solicitation may be made on our behalf by certain directors, officers, or employees of Sensata and our subsidiaries. Directors, officers and employees of Sensata and our subsidiaries will receive no additional compensation for such solicitation. We also have engaged a third party contractor, Laurel Hill Advisory

Group, LLC, and will incur approximately \$12,000 as a result of this engagement. We also will reimburse banks, brokers and other nominees for reasonable expenses incurred by them in forwarding proxy materials to beneficial owners.

Who will count the vote?

Representatives of our transfer agent, Computershare Trust Company, N.A., will count the vote.

Where can I find the voting results of the Annual Meeting?

The preliminary voting results will be announced at the Annual Meeting. The final voting results will be tallied by the inspector of election and disclosed in a Current Report on Form 8-K, which the Company is required to file with the SEC. The results of the polls taken on the resolutions at the Annual Meeting and any other information required by the U.K. Companies Act will be made available on the Company's investor relations website (investors.sensata.com) as soon as reasonably practicable following the Annual Meeting and for a period of two years thereafter.

Where can I obtain directions to the Annual Meeting?

For directions to the Annual Meeting, please contact us at Sensata Technologies Holding plc, c/o Sensata Technologies, Inc., Attention: Investor Relations, 529 Pleasant Street, Attleboro, Massachusetts 02703 or investors@sensata.com.

APPENDIX A

DIRECTORS' COMPENSATION REPORT

1. Statement from the Compensation Committee Chairperson

Compensation Philosophy

Executive Directors

Our executive compensation program, which applies to our Executive Director, Mr. Jeffrey Cote, is structured to pay for performance, and to motivate senior executives to balance both the short- and long-term interests of our shareholders. The majority of total compensation offered to our Executive Director comes in the form of an annual incentive cash bonus and equity awards granted under our long-term incentive ("LTI") program, both of which represent "pay at risk." Payouts under the annual incentive bonus are dependent on, and tied to, achievement of our short-term business objectives. Equity awards granted under the LTI program include restricted stock units ("RSUs") and performance-based restricted units ("PRSUs"). For 2023, PRSUs were focused on our Relative Total Shareholder Return ("Relative TSR" or "rTSR") performance and return-on-invested-capital ("ROIC") over a three-year performance period. The realized value of RSUs are tied to our stock performance and the realized value of PRSUs are tied to both our stock performance and our long-term operating performance. The Compensation Committee believes that our compensation program is designed to hold Mr. Cote accountable for our short- and long-term financial and operational performance.

Non-Executive Directors

Our compensation program for Non-Executive Directors includes levels of compensation that we believe are necessary to secure and retain the services of individuals possessing the skills, knowledge and experience to successfully support and oversee the Company as members of our Board of Directors. In addition, a substantial portion of the compensation of our Non-Executive Directors is in the form of RSUs, aligning their interests with the interests of our shareholders.

Compensation Program Changes and Highlights

For 2023, the Committee believed that Adjusted Operating Income and Adjusted Free Cash Flow were the appropriate performance metrics, along with a Performance Scorecard, for the annual incentive bonus of our Executive Director. Mr. Cote's Performance Scorecard contained metrics that included targets for on time delivery, outgrowth, new business closures, talent management, and greenhouse gas reduction. Further, the Committee believes that Relative TSR and ROIC over a three-year performance period were appropriate financial metrics for the annual LTI awards. The Committee believes these metrics provide an appropriate balance of short-term and long-term perspectives.

Lorraine A. Bolsinger
Chairperson of the Compensation Committee
April 26, 2024

2. Annual Report on Directors' Compensation

The following report provides details of how our Directors were compensated during the year ended December 31, 2023. This Appendix A and the Compensation Discussion and Analysis section of this proxy statement have been prepared in accordance with s420(1) of the Companies Act 2006 and Schedule 8 of the Large & Medium-sized Companies (Report & Accounts).

Compensation of Executive Director - Single Figure Table

The following table sets out the compensation paid to Mr. Cote, our Chief Executive Officer and our only Executive Director during fiscal year 2023 and a comparison for fiscal year 2022. Fiscal year 2020 provides our former Executive Director, Ms. Sullivan, from January through February and Mr. Cote from March through December:

		Base Salary ⁽¹⁾	Taxable Benefits ⁽²⁾	Annual Incentive Bonus ⁽³⁾	LTI Award ⁽⁴⁾	Pension ⁽⁵⁾	Total Fixed Remuneration	Total Variable Remuneration	Single Figure of Total Compensation
Jeffery J. Cote	2023	\$ 991,427	\$ 27,436	\$ —	\$ 2,911,396	\$ 13,200	\$ 1,032,063	\$ 2,911,396	\$ 3,943,459
	2022	\$ 985,839	\$ 26,541	\$ 743,570	\$ 5,378,696	\$ 12,200	\$ 1,024,580	\$ 6,122,266	\$ 7,146,846
	2021	\$ 953,250	\$ 26,371	\$ 1,206,954	\$ 2,057,669	\$ 11,600	\$ 991,221	\$ 3,264,623	\$ 4,255,844
	2020	\$ 542,501	\$ 23,049	\$ 937,440	\$ 3,659,024	\$ 9,500	\$ 575,050	\$ 4,596,464	\$ 5,171,514
Martha N. Sullivan	2020	\$ 157,500	\$ 662	\$ —	\$ —	\$ 1,182	\$ 159,344	\$ —	\$ 159,344
	2019	\$ 945,000	\$ 27,873	\$ —	\$ 2,672,585	\$ 7,675	\$ 980,548	\$ 2,672,585	\$ 3,653,133
	2018	\$ 938,751	\$ 27,031	\$ 590,625	\$ 3,471,902	\$ 11,000	\$ 976,782	\$ 4,062,527	\$ 5,039,309

(1) Represents actual base salary paid.

(2) 2023 benefits for Mr. Cote included \$4,861 in health benefits and \$22,575 in payments made in connection with financial

(3) The Annual Incentive Bonus for the Executive Director consisted of the following performance measures and results, with additional details set out beginning on page 29 of the 2024 Proxy Statement.

Annual Incentive Bonus Target (%)	Annual Incentive Bonus Target	Achievement of Adjusted Operating Income Relative to Target (37.5% weighting)	Achievement of Free Cash Flow Relative to Target (37.5% weighting)	Achievement of Performance Scorecard Relative to Target (25% weighting) [†]	Annual Incentive Bonus Payout	2023 Annual Incentive Bonus Payout as a % of Target
125%	\$1,239,284	—%	—%	7.5%	\$0	—%

[†] The Performance Scorecard will not payout unless threshold performance is achieved for Adjusted Operating Income or Adjust Free Cash Flow.

(4) LTI Award for the Executive Director consisted of the following:

	RSUs ^(a)	PRSUs ^(b)	Options ^(c)	Total
2023	\$ 1,740,629	\$ 1,170,767	\$ —	\$ 2,911,396
2022	\$ 1,866,742	\$ 3,511,954	\$ —	\$ 5,378,696
2021	\$ 2,057,669	\$ —	\$ —	\$ 2,057,669

(a) RSU figures are the value of the awards made in the corresponding year using the fiscal year three-month ending closing price which was \$34.55, \$41.45 and \$58.22 for 2023, 2022 and 2021 respectively. The RSUs granted to Mr. Cote in 2023 vest annually in one-third increments beginning on the first anniversary of the grant date.

(b) The amount shown represents the total amount achieved for the year, which is calculated by multiplying the performance results by the number of shares granted by the closing stock price on the vest date. For 2023, 2022 and 2021, the achieved performance on PRSUs was 74%, 82% and 0%, respectively, and the closing stock price on the date of vest was \$36.46, \$50.02 and \$50.56, respectively. Details of the performance measures and targets applicable to the PRSUs are set out beginning on pages 32 - 35 of the proxy statement.

(c) Consistent with U.K. regulations, the amount reported above for Options is the implied gain on those options compared with the average closing price per share for the last three months of 2023, 2022, and 2021. In 2023, 2022, and 2021, no options were granted.

(5) Includes only the Company's matching contributions to Mr. Cote's 401(K) retirement account.

The following table sets out for our current and previous Executive Director, the total compensation paid as seen in the Single Figure Table, the bonus paid as a percentage of the maximum opportunity and the number of shares that have vested against the maximum number of shares that could have been received over a three year period.

	Year	Single Figure of Total Compensation	Annual Incentive Bonus as a % of Maximum	LTI Award Vesting as a % of Maximum
Jeffrey J. Cote	2023	\$ 3,943,459	— %	74 %
	2022	\$ 7,146,846	10 %	75 %
	2021	\$ 4,255,844	28 %	48 %
	2020	\$ 5,171,514	18 %	71 %
Martha N. Sullivan	2020	\$ 159,344	— %	— %
	2019	\$ 3,653,133	— %	73 %
	2018	\$ 5,039,309	12 %	69 %

Compensation of Non-Executive Directors - Single Figure Table

The following table sets out the compensation of our Non-Executive Directors during the year ended December 31, 2023 with comparisons to the year ended December 31, 2022:

Non-Executive Director	Annual retainer and committee fees (\$)	Benefits (\$) ⁽¹⁾	RSU Award (\$) ⁽²⁾	Pension (\$)	Total Fixed Remuneration (\$)	Total Variable Remuneration (\$)	Total (\$)
John P. Absmeier							
2023	110,500	6,177	127,731	—	116,677	127,731	244,408
2022	100,000	7,419	134,298	—	107,419	134,298	241,717
Daniel L. Black							
2023	119,500	4,306	127,731	—	123,806	127,731	251,537
2022	109,000	1,416	134,298	—	110,416	134,298	244,714
Lorraine A. Bolsinger							
2023	127,250	9,919	127,731	—	137,169	127,731	264,900
2022	104,833	—	134,298	—	104,833	134,298	239,131
James E. Heppelmann ⁽³⁾							
2023	45,625	—	—	—	45,625	—	45,625
2022	112,500	—	134,298	—	112,500	134,298	246,798
Constance E. Skidmore							
2023	135,000	4,169	127,731	—	139,169	127,731	266,900
2022	121,500	—	134,298	—	121,500	134,298	255,798
Steven A. Sonnenberg							
2023	108,000	5,396	127,731	—	113,396	127,731	241,127
2022	97,500	2,516	134,298	—	100,016	134,298	234,314
Martha N. Sullivan							
2023	107,583	10,800	127,731	—	118,383	127,731	246,114
2022	95,000	345	134,298	—	95,345	134,298	229,643
Andrew C. Teich							
2023	259,750	4,484	127,731	—	264,234	127,731	391,965
2022	247,500	—	134,298	—	247,500	134,298	381,798
Jugal Vijayvargiya ⁽⁴⁾							
2023	58,250	2,305	106,690	—	60,555	106,690	167,245
2022							
Stephen M. Zide							
2023	106,750	4,257	127,731	—	111,007	127,731	238,738
2022	95,000	—	134,298	—	95,000	134,298	229,298

- (1) The amounts for 2023 and 2022 include U.K and Netherlands tax advisory and preparation fees and reimbursement of reasonable out of pocket expenses.
- (2) RSU figures are the value of the awards made in the corresponding year using the fiscal year three-month ending closing price, which was \$34.55 and \$41.45 for 2023 and 2022, respectively. The RSUs vest on the day of the next Annual General Meeting of Shareholders based on continued service during the vesting period.
- (3) Mr. Heppelmann retired from his position as a Director in May 2023. Fees earned were prorated to reflect his service.
- (4) Mr. Vijayvargiya joined the Board in June 2023 and was granted a pro-rated award at that time for his service until the 2024 Annual General Meeting.

LTI Awards Granted in 2023

Director	Type of LTI award	Date of grant	Number of shares under LTI award	Face value (\$) ⁽¹⁾	Vesting date
Jeffrey J. Cote	RSU	April 1, 2023	50,380	2,520,008	1/3 on April 1, 2024, 2025, 2026
	PRSU	April 1, 2023	61,576	3,080,032	April 1, 2026 based upon satisfaction of Relative TSR and ROIC
John P. Absmeier	RSU	May 25, 2023	3,697	150,024	Date of 2024 Annual General Meeting
Daniel L. Black	RSU	May 25, 2023	3,697	150,024.26	Date of 2024 Annual General Meeting
Lorraine A. Bolsinger	RSU	May 25, 2023	3,697	150,024	Date of 2024 Annual General Meeting
James E. Heppelmann ⁽²⁾	RSU	May 25, 2023			
Constance E. Skidmore	RSU	May 25, 2023	3,697	150,024	Date of 2024 Annual General Meeting
Steven A. Sonnenberg	RSU	May 25, 2023	3,697	150,024	Date of 2024 Annual General Meeting
Martha N. Sullivan	RSU	May 25, 2023	3,697	150,024	Date of 2024 Annual General Meeting
Andrew C. Teich	RSU	May 25, 2023	3,697	150,024	Date of 2024 Annual General Meeting
Jugal Vijayvargiya	RSU	June 21, 2023	3,088	137,540	Date of 2024 Annual General Meeting
Stephen M. Zide	RSU	May 25, 2023	3,697	150,024	Date of 2024 Annual General Meeting

- (1) Face value has been calculated based on the price of a share of common stock of the Company at grant of \$50.02 for awards made on April 1, 2023, \$40.58 for awards made on May 25, 2023, and \$44.54 for awards made on June 21, 2023.
- (2) Mr. Heppelmann was not granted an LTI Award in 2023 since he retired from his position as a Director in May 2023.

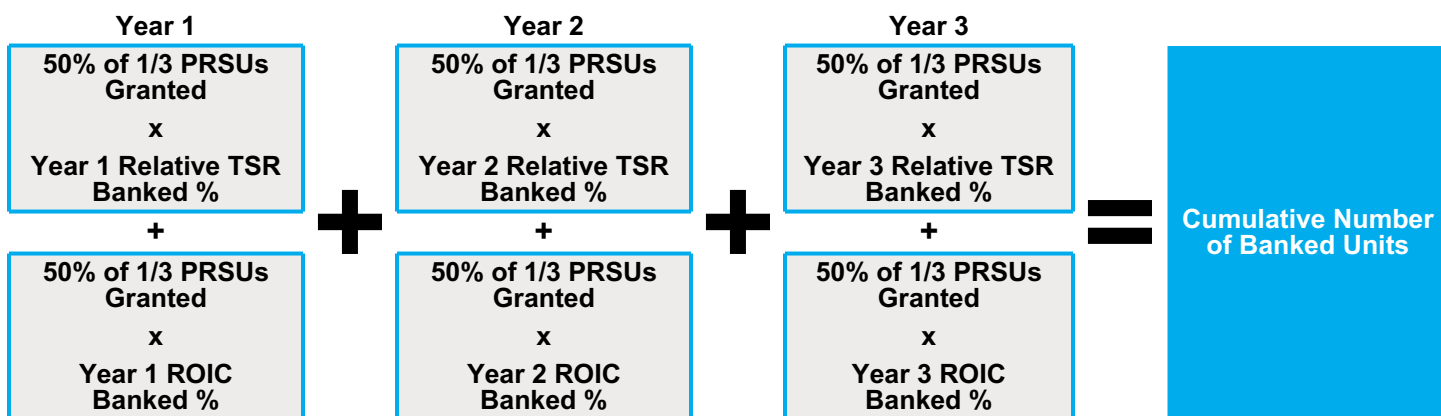
The tables below illustrate how the ultimate payout of the 2024 PRSUs is calculated:

	Relative TSR (annual periods) - 50% of PRSUs Awarded						3-Year CAGR	
	Year 1 Relative TSR Performance	Year 1 Banked Units ⁽¹⁾	Year 2 Relative TSR Performance	Year 2 Banked Units ⁽¹⁾	Year 3 Relative TSR Performance	Year 3 Banked Units ⁽¹⁾	3-Year CAGR Relative TSR Performance	3-Year CAGR Modifier ⁽¹⁾
Threshold	25th %tile	50%	25th %tile	50%	25th %tile	50%	n/a	n/a
Target	50th %tile	100%	50th %tile	100%	50th %tile	100%	50th %tile	100%
Maximum	75th %tile	100%	75th %tile	125%	75th %tile	150%	75th %tile	150%

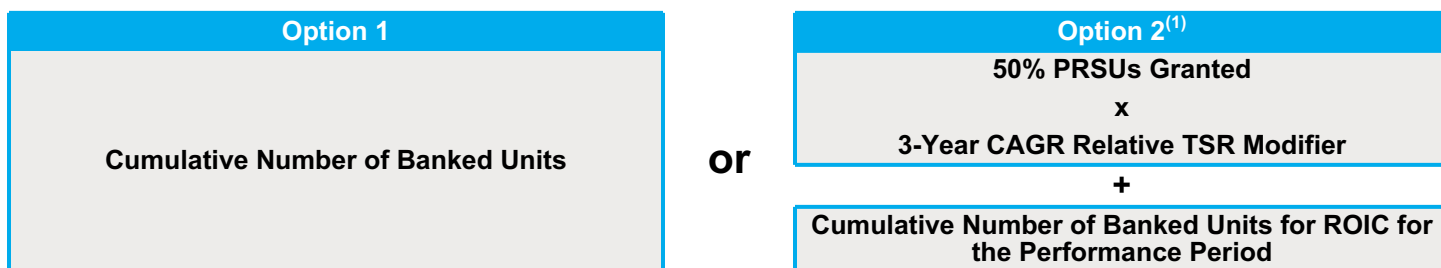
⁽¹⁾ The banked units percentage for each year within the three-year performance period will be interpolated on a straight-line basis provided the Threshold is met.

	ROIC (annual periods) - 50% of PRSUs Awarded						
	Year 1 ROIC Target	Year 1 Banked Units ⁽¹⁾	Year 2 ROIC Target	Year 2 Banked Units ⁽¹⁾	Year 3 ROIC Target	Year 3 Banked Units ⁽¹⁾	
Threshold	8%	50%	8%	50%	8%	50%	
Target	10%	100%	11.5%	100%	12.8%	100%	
Maximum	12%	150%	15%	150%	17.6%	150%	

⁽¹⁾ The banked units percentage for each year within the three-year performance period will be interpolated on a straight-line basis provided the Threshold is met.



On the vesting date, the number of PRSUs that will vest is the greater of:



⁽¹⁾ Option 2 can only be applied if three-year CAGR Relative TSR Performance is greater than the 50th percentile of the three-year CAGR TSR performance of the peer group.

Payments to Past / Former Directors

There were no payments to past or former Directors for the year ended December 31, 2023.

Payments for Loss of Office

There were no payments for loss of office for the year ended December 31, 2023.

Pension Benefits

There were no payments for pension benefits for the year ended December 31, 2023.

Statement of the Directors' Shareholding and Share Interests

The Compensation Committee has adopted a policy requiring Executive Directors to hold six times their annual salary and Non-Executive Directors to hold five times their annual cash retainer in share value (approximately \$5.9 million holding requirement for Mr. Cote, our Executive Director, and \$500,000 holding requirement for all Non-Executive Directors), to ensure that Directors maintain a meaningful ownership stake in the Company and that they are encouraged to take a long-term view on value creation. As of December 31, 2023, the Directors were either in compliance with the share ownership guidelines or within the applicable retention or grace periods. The following table provides details of the Directors' shareholdings as of December 31, 2023:

Director	Beneficially Owned Shares	% Shareholding Guideline Achieved	Number of shares under vested but unexercised stock options	Number of shares under unvested RSUs and stock options	Number of shares under unvested PRSUs
Jeffrey Cote	205,857	100 %	157,675	92,185	159,817
John Absmeier	13,932	100 %	—	3,697	—
Daniel Black	6,886	75 %	—	3,697	—
Lorraine Bolsinger	10,977	100 %	—	3,697	—
Constance E. Skidmore	19,369	100 %	—	3,697	—
Steven Sonnenberg	10,870	100 %	—	3,697	—
Martha Sullivan	301,077	100 %	629,183	3,697	—
Andrew Teich	23,093	100 %	15,640	3,697	—
Jugal Vijayvargiya	—	— %	—	3,088	—
Stephen Zide	26,026	100 %	15,640	3,697	—

During the period from January 1, 2024 through April 1, 2024, the following changes in Mr. Cote's beneficial ownership occurred:

	Exercise	Vested	Grant ⁽¹⁾
Options	—	—	—
RSUs	N/A	43,587	69,117
PRSUs	N/A	32,111	84,477

⁽¹⁾ Granted in accordance with the 2021 Equity Incentive Plan.

Option Exercises During 2023

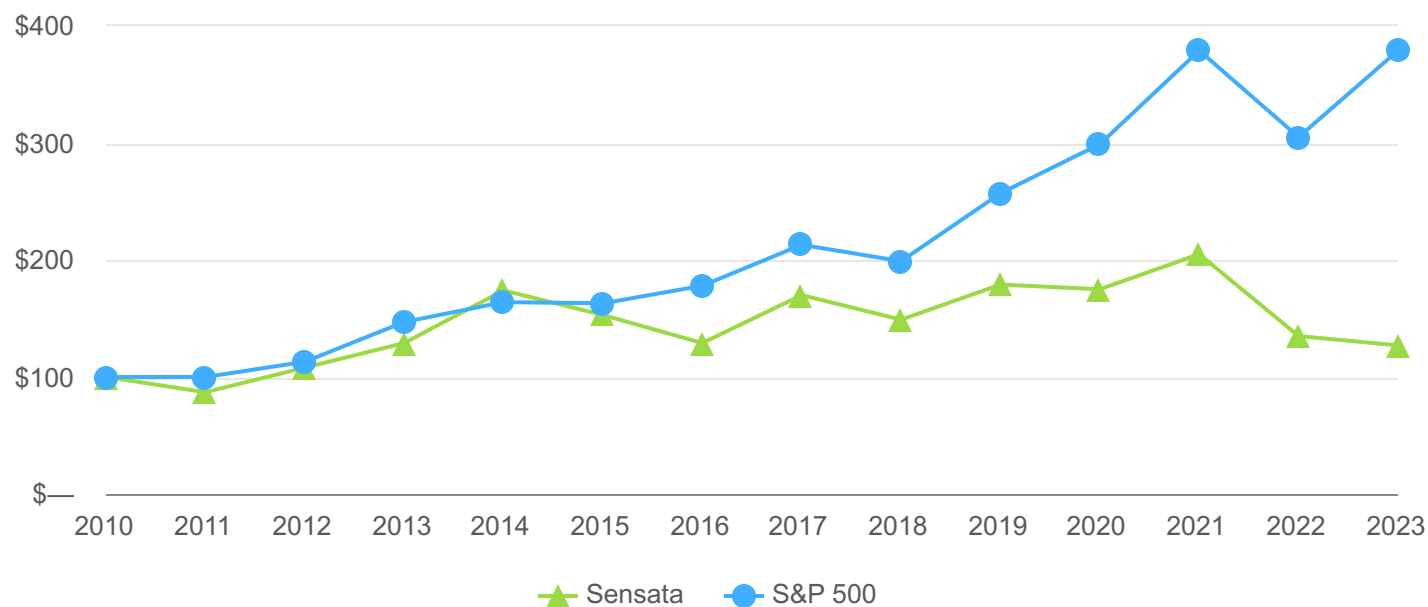
The following table includes information on the stock options exercised by the Directors during the year ended December 31, 2023:

Director	Number of stock options exercised during 2023	Exercise Price	Expiry Date
Martha N. Sullivan	11,700	\$ 34.54	May 24, 2023
Stephen M. Zide	11,700	\$ 34.54	May 24, 2023

Performance Graph and Table

The graph below illustrates the Company's performance compared to the S&P 500, which is considered the most appropriate broad equity market index against which the Company's performance should be measured. Performance is measured by total shareholder return. The following graph reflects the period from December 31, 2010 to the last day of the financial period, December 31, 2023. A graph showing performance for the three-year period from December 31, 2020 to December 31, 2023 is included in the CD&A.

Total Shareholder Return (12/31/2010 - 12/31/2023)



Chief Executive Officer Remuneration

The table below provides information regarding the components of the Company's Chief Executive Officers' remuneration as a percentage of the CEO single figure. The table provides information for 2023 and a comparison to 2022.

	2023	2022
CEO single figure ⁽¹⁾	\$3,943,459	\$7,146,846
Bonus (% of maximum awarded)	—%	50%
Performance-based LTI (% of maximum vesting)	43%	48%

⁽¹⁾ CEO compensation is composed of base salary, annual incentive bonus attributable to the performance year, and value of LTI awards on vesting.

Percentage Change Comparisons: Directors' Compensation Versus Employees

In the table below, values in column "a" represent the percentage change in salary and fees; values in column "b" represent the percentage change in taxable benefits; and values in column "c" represent the percentage change in bonus outcomes for performance periods in respect of each financial year.

For the purposes of comparison, the employee percentages shown below represent the relative change between the average full-time equivalent pay for every employee employed by the Company at any point during the relevant financial year, and the equivalent average value for the preceding financial year.

Percentage Change for:	2023 v 2022			2022 v 2021			2021 v 2020		
	a	b	c	a	b	c	a	b	c
Employees	10%	(21)%	13%	5%	(13)%	12%	8%	25%	14%
Jeffrey Cote	1%	(100)%	3%	3%	(38)%	4%	48%	29%	9%
John Absmeier	11%	(17)%	n/a	—%	32%	n/a	17%	124%	n/a
Daniel Black ⁽¹⁾	10%	204%	n/a	1%	485%	n/a	n/a	n/a	n/a
Lorraine Bolsinger ⁽²⁾	21%	—%	n/a	7%	—%	n/a	1%	—%	n/a
James E. Heppelmann ⁽³⁾	(59)%	—%	n/a	1%	(100)%	n/a	11%	(11)%	n/a
Constance E. Skidmore	11%	—%	n/a	2%	(100)%	n/a	16%	(31)%	n/a
Steven Sonnenberg ⁽²⁾	11%	114%	n/a	1%	(10)%	n/a	1%	—%	n/a
Martha Sullivan ⁽⁴⁾	13%	3030%	n/a	33%	—%	n/a	(55)%	(100)%	n/a
Andrew Teich	5%	—%	n/a	1%	(100)%	n/a	15%	(38)%	n/a
Jugal Vijayvargiya ⁽⁵⁾	n/a	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Stephen Zide	12%	—%	n/a	—%	(100)%	n/a	3%	48%	n/a

⁽¹⁾ Mr. Black was appointed to the Board at the beginning of 2021, and therefore, no comparison to 2020 is available.

⁽²⁾ Mr. Sonnenberg and Ms. Bolsinger were appointed to the Board part way in 2020, and therefore, other than for one-time items, their pay has been annualized for comparison.

⁽³⁾ Mr. Heppelmann retired from the Board at the 2023 Annual Meeting.

⁽⁴⁾ Ms. Sullivan was appointed to the Board as a non-executive director in March of 2020, and her 2020 amounts reflect her pay disclosed in the Executive Director - Single Figure Table during her tenure as the CEO. Ms. Sullivan received taxable benefits of \$10,800 in 2023 and \$345 in 2022.

⁽⁵⁾ Mr. Vijayvargiya was appointed to the Board part way through 2023, and therefore, no comparison to 2022 is available.

Relative Importance of Spend on Pay

During the year ended December 31, 2023, the Company's compensation paid to its employees and distributions to shareholders were as follows:

(\$ millions)	2022	2023	% change 2023 vs. 2022
Employee costs ⁽¹⁾	\$ 780	\$ 791	1 %
Share repurchases	\$ 292	\$ 88.4	(70)%
Dividends paid	\$ 51	\$ 72	41 %
Cash paid for acquired businesses	\$ 629	\$ —	(100)%

⁽¹⁾ Includes \$31.8 million and \$30 million of share-based compensation expense for 2022 and 2023, respectively, which are not cash expenditures, but we consider compensation for our employees and are included in expense as wages.

The Company selected cash paid for acquired businesses as a comparative to provide a context for shareholders to compare the Company's investment in its employees and strategic acquisitions to its direct return of value to shareholders.

Statement of Implementation of Compensation Policy in 2024

In the coming financial year, any changes to our Executive Director's salary will be determined consistently with our Directors' Remuneration Policy. In determining pay raises for Executive Directors, pay raises for employees in the Company and other factors were taken into consideration. Benefits and pension entitlements will remain similar to those in 2023.

For the 2024 annual incentive bonus program, the performance metrics will be Adjusted Operating Income Margin Index and Adjusted Free Cash Flow. Their weightings and target are as follows:

	Weighting	Target
Adjusted Operating Income Margin Index	50%	19.7%
Adjusted Free Cash Flow	50%	\$400M

For LTI awards in the form of PRSUs, the performance metrics will be Relative TSR Performance and ROIC. LTI awards will be a mix of RSUs and PRSUs for the Executive Director and only RSUs for Non-Executive Directors.

Consideration by the Directors of Matters Relating to Directors' Remuneration

The members of the Compensation Committee met five times during 2023. The meetings attended by each member are set out below:

	Meetings obliged to attend	Meetings attended
Daniel L. Black	5	5
Lorraine A. Bolsinger	5	5
James E. Heppelmann	2	2
Constance E. Skidmore	5	5
Jugal Vijayvargiya	3	3

FW Cook has been retained as the independent consultant since 2015. The consultant is engaged by, and reports directly to, the Chairman of the Compensation Committee. The consultant does not advise Company management or receive other compensation from the Company. The Compensation Committee annually reviews the independence of FW Cook pursuant to SEC and NYSE rules. The Compensation Committee has determined that no conflict of interest exists that would prevent FW Cook from serving as an independent consultant to the Compensation Committee, and, therefore, considers its advice to be independent and objective. During 2023, the consultant assisted the Compensation Committee by:

- providing insights and advice regarding our Company compensation philosophy, objectives and strategy;
- developing criteria for identification of our peer group for Director compensation and Company performance review purposes;
- reviewing management's design proposals for short-term cash and long-term equity incentive compensation programs;
- providing insights and advice regarding our analysis of risks arising from our compensation policies and practices;
- providing compensation data from the Company's peer group proxy and other disclosures;
- advising on and providing comments on management's recommendations regarding senior executives' annual incentives for 2023 and equity based awards granted in 2023.

FW Cook charges the Company on an hourly rate plus expense basis. During the year ended December 31, 2023, the Company paid FW Cook \$176,950 for its services.

Statement of Voting at General Meeting

The next advisory vote on the Directors' Compensation Report will take place at the Annual General Meeting in 2024, and the next binding vote on the Directors' Remuneration Policy will take place at the Annual General Meeting in 2025.

The results of the votes on our latest Directors' Compensation Report and Directors' Remuneration Policy are as follows:

	2023 Report	2022 Policy
Votes For (%)	97.88%	99.12%
Votes Against (%)	2.11%	0.87%
Shares that withheld/abstained	38,962	57,438

CEO Pay Ratio Discussion

Year	Method	25th Percentile Pay Ratio	Median Pay Ratio	75th Percentile Pay Ratio
2023	Option A	73:1	54:1	35:1
2022	Option A	197:1	155:1	112:1
2021	Option A	125:1	96:1	67:1
2020	Option A	144:1	111:1	82:1
2019	Option A	107:1	82:1	59:1

The pay ratios above are calculated by using actual earnings for the CEO and employees in the United Kingdom (the "UK"). The CEO total single figure remuneration of \$3,943,459 is disclosed on page A-7 of this report.

Total remuneration for all our UK full-time equivalent employees on December 31, 2023 have been calculated consistently with the single figure methodology and reflects their actual earnings received in 2023 (excluding business expenses), which were used to produce the percentile calculation under Option A. Business expenses have been excluded as they are reimbursed to the employees and not substantial in value to significantly impact the ratios.

We have chosen Option A because it is the most robust and statistically accurate way for us to calculate the three ratios from the options available in the regulations. It also aligns with our standard internal and external reporting practices and strategic objectives.

2023 base salary and total pay and benefits for each of the percentiles are shown in the table below:

	25th Percentile	Median Percentile	75th Percentile
Salary component	\$ 25,137	\$ 34,639	\$ 56,070
Total pay and benefits	53,902	72,692	112,168

The Compensation Committee believes that the median pay ratio is consistent with our pay, reward and progression policies. Base salaries of all employees, including our CEO (Executive Director), are set with reference to a range of factors including market practice, experience and performance in role.

Our CEO pay ratio is likely to vary, potentially significantly, over time because it will be driven largely by CEO variable pay outcomes. In line with our reward principles, the CEO has a larger portion of pay based on performance than employees at the 25th, median, and 75th percentiles. This means that depending on our performance, the CEO pay ratio could increase or decrease significantly. The Compensation Committee believes that our executive officers should have a significant proportion of their pay directly linked to performance.

Directors' Remuneration Policy

Our latest Directors' Remuneration Policy can be found in the 2022 Proxy Statement in Appendix B.

APPENDIX B

RECONCILIATION OF NON-GAAP FINANCIAL MEASURES

This Proxy Statement discusses certain financial measures that are not presented in accordance with U.S. GAAP ("non-GAAP financial measures"), which are used by our management, Board, and investors. We use these non-GAAP financial measures internally to make operating and strategic decisions, including the preparation of our annual operating plan, evaluation of our performance, and as a factor in determining compensation for certain employees. We believe these non-GAAP measures provide additional information to facilitate comparisons of our historical operating results and trends in our underlying business.

Non-GAAP financial measures should be considered as supplemental in nature and are not meant to be considered in isolation or as a substitute for the related financial information prepared in accordance with U.S. GAAP. In addition, our non-GAAP financial measures may not be the same as or comparable to similar non-GAAP measures presented by other companies. We consider quantitative and qualitative factors in assessing whether to adjust for the impact of items that may be significant or that could affect an understanding of our ongoing financial and business performance or trends.

Reconciliations of these non-GAAP measures to the most comparable U.S. GAAP measures are included below.

Free cash flow and adjusted free cash flow to net cash provided by operating activities:

(\$ in thousands)	For the years ended December 31,		
	2023	2022	2021
Net cash provided by operating activities	\$ 456,675	\$ 460,593	\$ 554,151
Less: Additions to property, plant and equipment and capitalized software	(184,609)	(150,064)	(144,403)
Free cash flow	272,066	310,529	409,748
Plus: Impact of acquisition related retention costs ⁽¹⁾	22,620	23,500	N/A
Adjusted free cash flow (for purposes of annual incentive plan)	\$ 294,686	\$ 334,029	\$ 409,748

⁽¹⁾ Adjustments to Free Cash Flow for the impact of acquisition related retention costs were not included in the design of the 2021 annual incentive plan.

Adjusted earnings per share to diluted net income per share:

Per share amounts have been calculated based on unrounded numbers. Accordingly, certain amounts may not sum due to the effect of rounding.

	For the years ended December 31,			
	2023	2022	2021	2020
Diluted net (loss)/ income per share	\$ (0.03)	\$ 1.99	\$ 2.28	\$ 1.04
<i>Non-GAAP adjustments:</i>				
Restructuring related and other	2.70	0.24	0.16	0.62
Financing and other transaction costs	0.14	0.05	0.26	0.04
Deferred (gain)/loss on derivative instruments	(0.01)	0.01	0.07	(0.04)
Step-up depreciation and amortization	1.11	0.95	0.80	0.79
Deferred taxes and other tax related	(0.33)	0.11	(0.03)	(0.26)
Amortization of debt issuance costs	0.04	0.04	0.04	0.04
Total adjustments, before tax effect	3.65	1.41	1.30	1.20
Tax effect of non-GAAP adjustments	(0.01)	(0.01)	(0.02)	(0.03)
Adjusted earnings per share	\$ 3.61	\$ 3.40	\$ 3.56	\$ 2.21

Adjusted operating income to operating income:

(\$ in thousands)	For the years ended December 31,		
	2023	2022	2021
Operating income	\$ 181,676	\$ 670,139	\$ 633,240
Non-GAAP adjustments:			
Restructuring related and other	411,494	36,472	23,565
Financing and other transaction costs	16,286	(75,550)	13,236
Step-up depreciation and amortization	168,582	148,291	127,642
Deferred (gain)/loss on derivative instruments	(4,078)	(1,473)	8,327
Total adjustments	592,284	107,740	172,770
Adjusted operating income	773,960	777,879	806,010
Annual incentive bonus design adjustments:			
Impact from divestitures ⁽¹⁾	—	11,300	—
Adjusted operating income (for purposes of Annual Incentive Bonus)	\$ 773,960	\$ 789,179	\$ 806,010

⁽¹⁾ Adjustments to Adjusted Operating Income for the impact of divestitures were not included in the design of the 2021 annual incentive plan.

Adjusted operating margin to operating margin:

	For the year ended December 31, 2023
Operating margin	4.5 %
Non-GAAP adjustments:	
Restructuring related and other	10.2 %
Financing and other transaction costs	0.4 %
Step-up depreciation and amortization	4.2 %
Deferred gain on derivative instruments	(1.0)%
Total adjustments	14.6 %
Adjusted operating margin	19.1 %

Adjusted EBITDA to net income:

(\$ in thousands)	For the year ended December 31, 2023
Net loss	\$ (3,909)
Interest expense, net	150,860
Provision for income taxes	21,751
Depreciation expense	133,105
Amortization of intangible assets	173,860
EBITDA	475,667
Non-GAAP adjustments	
Restructuring related and other	411,494
Financing and other transaction costs	21,492
Deferred gain on derivative instruments	(2,006)
Adjusted EBITDA	\$ 906,647

Net leverage ratio to total debt, finance lease, and other financing obligations:

(\$ in thousands)	For the year ended December 31, 2023
Current portion of long-term debt and finance lease obligations	\$ 2,276
Finance lease obligations, less current portion	22,949
Long-term debt, net	3,373,988
Total debt, finance lease, and other financing obligations	3,399,213
Less: debt discount, net of premium	(1,568)
Less: deferred financing costs	(24,444)
Total gross indebtedness	3,425,225
Less: cash and cash equivalents	508,104
Net debt	\$ 2,917,121
Adjusted EBITDA	\$ 906,647
Net leverage ratio	3.2

APPENDIX C

RULE 10B-18 REPURCHASE CONTRACT

RULE 10B-18 REPURCHASE CONTRACT

This agreement is made on _____, 20__

BETWEEN:

Sensata Technologies Holding plc
Interface House
Interface Business Park
Bincknoll Lane
Royal Wootton Bassett
Swindon
Wiltshire
SN4 8SY
United Kingdom
Registered No. 10900776

(the "**Company**")

and

(the "**Counterparty**")

It is agreed that the Counterparty will purchase on a principal basis interests in ordinary shares of the Company, nominal (i.e., par) value €0.01 per share (the "**Ordinary Shares**"), for subsequent sale and delivery to the Company pursuant to the terms of this Agreement as follows:

1. Throughout the period of this Agreement, Ordinary Shares will be purchased in the open market or through privately negotiated transactions by the Counterparty upon instructions provided from time to time by the Company as to the number of Ordinary Shares to be purchased over a designated period of time and the price or prices that the Company is willing to pay for the Ordinary Shares (the "**Purchase Price**"), such instructions to be provided by the Company from one or more authorised person(s) to be notified to the Counterparty by the Company (each an "**Authorised Person**").
2. Ordinary Shares will be purchased by the Counterparty in accordance with all applicable laws and regulations, including (without limitation):
 - a. the volume limitations of Rules 10b-18(b)(4) and 10b-18(c)(2) of the Securities Exchange Act of 1934, as may be amended or superseded from time to time (the "**Exchange Act**"), provided, that the Counterparty shall not be responsible for compliance with such volume limitations to the extent that the Company or any affiliated purchaser of the Company has purchased shares through any other broker or dealer on any single day (including the purchase of a block of stock under the "one block per week" exemption provided for under Rule 10b-18(b)(4)) and the Company either (i) has not informed the Counterparty of any such purchases executed on the same day (or, in the case of block purchases, during the same week) on which the Company has instructed the Counterparty to effect purchases under this Agreement or (ii), in the case of block purchases, has not informed the Counterparty of the volume of all such block purchases effected during the prior four weeks for purposes of computing allowable trading volume. The maximum value of Ordinary Shares, at acquisition cost, to be purchased under this program will be advised to the Counterparty by an Authorised Person from time to time following the execution of this Agreement;
 - b. Rules 10b-18(b)(2) and 10b-18(c)(1) of the Exchange Act regarding timing of purchases; and
 - c. Rule 10b-18(b)(3) of the Exchange Act regarding price of purchases,

as such laws and regulations may be amended from time to time.

3. Notwithstanding the foregoing, and where such is in compliance with the requirements of Rule 10b-18:
 - a. the maximum price that may be paid to purchase an Ordinary Share shall be 110% of the last reported sale price per share for the Ordinary Shares on the New York Stock Exchange or such other exchange on which the Ordinary Shares are principally listed from time to time (the "**Principal Market**"), in each case determined at the time that the purchase is made; and
 - b. the maximum aggregate number of Ordinary Shares which may be purchased pursuant to this Agreement shall not exceed 20% of the total issued ordinary shares of the Company as at 5:00 pm (London time) on May 26, 2022 as adjusted on a proportionate basis to take into account any consolidation or division of shares from time to time.
4. The Company confirms that all purchases will be effected pursuant to Rule 10b-18 of the Exchange Act, from or through only one broker or dealer on any single day or as otherwise allowed by Rule 10b-18(b) of the Exchange Act.
5. Purchases may be made on any national securities exchange, electronic communication network (ECN), alternative trading system (ATS), in over-the-counter (OTC) transactions or through privately negotiated transactions.
6. Before purchases commence under this Agreement, the Company and/or its predecessor, Sensata Technologies Holding N.V., will have disclosed the repurchase program to the public.
7. The Company reserves the right to instruct the Counterparty to suspend purchases at any time, without prejudice to the settlement of purchases effected by the Counterparty prior to the receipt of notice of such suspension. Notification of suspension will be communicated directly to the Counterparty via email or such other methods as are agreed between the Company and the Counterparty. The Company agrees that purchases shall not be made at any time when, for legal or regulatory reasons, it would be inappropriate for the Counterparty or the Company to effect such purchases.
8. The Company represents that the entry into this Agreement and any purchases of Ordinary Shares by the Counterparty pursuant to the terms of this Agreement will comply with and not violate or contravene any legal, regulatory or contractual restriction or requirement applicable to the Company or the Ordinary Shares, including Section 10(b) and Rule 10b-5 of the Exchange Act and that the Company has obtained and will maintain all necessary consents and approvals to enter into this Agreement and carry out purchases of Ordinary Shares pursuant to this Agreement.
9. The Counterparty represents that it has established reasonable policies and procedures to ensure that its agents and representatives responsible for executing purchases of Ordinary Shares pursuant to this Agreement will not violate the federal insider trading laws and will use good faith efforts to comply with the requirements of Rule 10b-18.
10. Daily purchase information will be provided by the Counterparty to the Company by phone or email, and trade confirmations will be sent by email or fax on each relevant trade date.
11. Purchases of Ordinary Shares, in accordance with the instructions contained herein, will commence on the date to be agreed between the Company and the Counterparty.
12. Notices for the attention of the Company shall be sent to the Company's Treasurer (or such other person(s) as notified in writing to the Counterparty by the Company) at the address, email address and/or fax number (as applicable) notified in writing to the Counterparty by the Company.
13. Notices for the attention of the Counterparty shall be sent to the address notified in writing to the Company by the Counterparty.
14. Any notice shall be deemed given on the date received by the recipient pursuant to Paragraph 12 or 13 above or, if received after 4:00 PM New York City time, on the next day on which the Principal Market is open for business and the Ordinary Shares trade in the regular way on the Principal Market (a "**Trading Day**") or if received on a day that is not a Trading Day, on the next Trading Day
15. The Counterparty shall (including, without limitation, by liaising with the transfer agent and registrar of the Company (the "**Transfer Agent**")) procure that any Ordinary Share to be sold by the Counterparty to the Company is transmitted or delivered by DWAC or similar means of transmission so that such Ordinary Share is withdrawn from the facilities of the Depository Trust Company (the "**DTC System**") (in particular by removing any Ordinary Share deposited with the nominee of the DTC System, Cede & Co.) and the Company receives the Ordinary Share in record form (a "**Record Share**").

16. In accordance with Paragraph 15, the Counterparty shall sell, and the Company shall purchase, all such Record Shares. Such purchase(s) shall be (a) settled on the same day that the Counterparty acquires the shares upon the settlement of its purchase(s) pursuant to Paragraph 1; and (b) on the same terms as the purchase(s) were effectuated by the Counterparty pursuant to Paragraph 1. Following such purchase and delivery, the Company shall be registered as the record holder of such Record Shares, or such Record Shares shall otherwise be cancelled by the Company. The Company shall be responsible for any stamp duty that is due in respect of the purchase of Record Shares from the Counterparty.
17. The Counterparty shall deliver to the Transfer Agent any documents as may be necessary or as may be reasonably requested by the Transfer Agent to give effect to the purchase, delivery, registration or cancellation of any Record Shares to the Company in accordance with the terms of this Agreement.
18. The Company will pay for any and all Record Shares purchased by it in accordance with Paragraph 15 above by wiring funds to the bank account of the Counterparty or other designee by no later than the date of delivery of Record Shares or such other date as may be agreed between the Company and the Counterparty. Any commission payable by the Company in respect of the delivery of Record Shares shall be agreed in writing from time to time between the Company and the Counterparty, and shall be paid to the Counterparty by the Company on delivery of Record Shares or such other date as may be agreed between the Company and the Counterparty. The relevant bank account details of the Counterparty shall be notified to the Company by the Counterparty in writing from time to time.
19. The Counterparty and the Company each acknowledge and agree that:
 - a. Prior to an acquisition by the Company under Paragraph 15 hereof, the Company shall not acquire, nor have any legal or beneficial interest in, any Ordinary Share purchased by the Counterparty pursuant to this Agreement;
 - b. Nothing in this Agreement is or shall constitute a party acting as the agent of the other for any purpose. Neither party shall describe itself as an agent or in any way hold itself out as being an agent of the other; and
 - c. The Counterparty shall act as principal in respect of its acquisition of the Ordinary Shares and shall effect purchases of shares hereunder in "riskless principal transactions" as defined in Rule 10b-18(a)(12) of the Exchange Act.
20. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York.
21. This Agreement may not be assigned by any party without the prior written consent of the other party.
22. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
23. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
24. If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement will continue and remain in full force and effect.
25. This Agreement may be terminated by either party at any time, and with immediate effect, upon written notice from one party to the other by overnight mail, email or fax, at the addresses or fax numbers previously notified by the other party.
26. The Company represents and warrants that it is not, on the date hereof (and on any of the dates the Company notifies Counterparty to transact under this Agreement), in possession of any material non-public information regarding the Company or the Ordinary Shares. Information is "Material" if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. Information is "Non-public" if it has not been disseminated in a manner making it available to investors generally. The Company also represents and warrants that it is currently in an open trading window and will be on the dates the Company notifies Counterparty to transact under this Agreement.

27. The Company has previously adhered to the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "ISDA U.S. Protocol"), and the terms of such protocol, as it is in force from time to time, shall be incorporated into and form a part of this agreement. For purposes of incorporating the ISDA U.S. Protocol, the Counterparty shall be deemed to be a Regulated Entity, the Company shall be deemed to be an Adhering Party, and this agreement shall be deemed to be a Protocol Covered Agreement. Capitalized terms used but not defined in this paragraph shall have the meanings given to them in the ISDA U.S. Protocol.
28. The company shall comply with all requirements under the rules, if any, as may be adopted by the U.S. Securities and Exchange Commission ("SEC") in connection with the SEC's Rule 10b5-1 and Insider Trading proposal announced on December 15, 2021 and under the rules, if any, as may be adopted by the SEC in connection with the SEC's Share Repurchase Disclosure Modernization proposal announced on December 15, 2021.

SENSATA TECHNOLOGIES HOLDING PLC (the "Company")

By: _____

Name: _____

Title: _____

_____ (the "Counterparty")

By: _____

Name: _____

Title: _____

APPENDIX D

RULE 10B5-1 REPURCHASE PLAN

RULE 10B5-1 REPURCHASE PLAN

Repurchase Plan, dated _____, 20__

(the "**Repurchase Plan**"),

BETWEEN:

Sensata Technologies Holding plc

(the "**Company**")

Interface House

Interface Business Park

Bincknoll Lane

Royal Wootton Bassett

Swindon

Wiltshire

SN4 8SY

United Kingdom

Registered No. 10900776

and

(the "**Counterparty**")

Capitalized terms used and not otherwise defined in the body of this Repurchase Plan shall have the meaning given to such terms in Exhibit A hereto, which is incorporated herein and made part of this Repurchase Plan.

WHEREAS, the Company desires to establish this Repurchase Plan to purchase its ordinary shares, nominal (i.e., par) value €0.01 per share (the "**Ordinary Shares**"); and

WHEREAS, the Company desires to purchase Ordinary Shares from the Counterparty in accordance with this Repurchase Plan.

NOW, THEREFORE, the Company and the Counterparty hereby agree as follows:

I. Implementation of the Plan

1. Prior to the commencement of the transactions contemplated by this Repurchase Plan the parties shall agree in writing in a form substantially as set forth in Exhibit A hereto to certain terms in respect of the proposed repurchases.
2. During the Repurchase Period, the Counterparty shall effect one or more purchases as principal of Ordinary Shares having a maximum aggregate value of no more than the Total Repurchase Amount. On each Trading Day, the Counterparty shall purchase that number of Ordinary Shares having an aggregate value of up to the Maximum Amount, plus or minus up to \$1,000. Notwithstanding the foregoing, the Counterparty shall not purchase any Ordinary Shares at a price exceeding the Limit Price and the maximum aggregate number of Ordinary Shares which may be purchased pursuant to this Repurchase Plan shall not exceed the Repurchase Cap.
3. If, consistent with ordinary principles of best execution or for any other reason, the Counterparty cannot purchase the Maximum Amount on any Trading Day, then the amount of such shortfall may be purchased as soon as practicable on the immediately succeeding Trading Day and on each subsequent Trading Day as is necessary to purchase such shortfall consistent with ordinary principles of best execution; provided that in no event may the amount of such shortfall be purchased later than the fourth business day after such Trading Day.
4. Nevertheless, if any such shortfall exists after the close of trading on the last Trading Day of the Repurchase Period, the Counterparty's authority to purchase such shares under this Repurchase Plan shall terminate.
5. The Counterparty may make purchases pursuant to this Repurchase Plan in the open market or through privately negotiated transactions. The Counterparty agrees to comply with the manner of purchase requirements of paragraphs (b)(2), (b)(3) and (b)(4) of Rule 10b-18 under the Securities Exchange Act of 1934, as amended (the

"Exchange Act") in effecting any purchase of Ordinary Shares in the open market pursuant to this Repurchase Plan. The Company agrees not to take any action that would cause any purchase in the open market not to comply with Rule 10b-18, nor to attempt to influence when or whether purchases are made by the Counterparty.

6. The Counterparty shall (including without limitation, by liaising with the transfer agent and registrar of the Company (the "**Transfer Agent**")) procure that any Ordinary Share to be sold by the Counterparty to the Company is transmitted or delivered by DWAC or similar means of transmission so that such Ordinary Share is withdrawn from the facilities of the Depository Trust Company (the "**DTC System**") (in particular by removing any Ordinary Share deposited with the nominee of the DTC System, Cede & Co.) and the Company receives the Ordinary Share in record form (a "**Record Share**").
7. In accordance with Article I, Paragraph 6 and Exhibit A, the Counterparty shall sell, and the Company shall purchase, all such Record Shares. Such purchase(s) shall be (a) settled on the same day that the Counterparty acquires the shares upon the settlement of its purchase(s) pursuant to Article I, Paragraph 2 and; (b) on the same terms as the purchase(s) were effectuated by the Counterparty pursuant to Article I, Paragraph 2. Following such purchase and delivery, the Company shall be registered as the record holder of such Record Shares or such Record Shares shall otherwise be cancelled. The Company shall be responsible for any stamp duty that is due in respect of the purchase of Record Shares from the Counterparty. The Counterparty shall deliver to the Transfer Agent any documents as may be necessary or as may be reasonably requested by the Transfer Agent to give effect to the purchase, delivery, registration or cancellation of any Record Shares to the Company in accordance with the terms of this Repurchase Plan.
8. The Company will pay for any Record Shares purchased by it in accordance with Article I, Paragraph 6 above by wiring funds to the bank account of the Counterparty or other designee by no later than the date of delivery of the Record Shares or such other date as may be agreed between the Company and the Counterparty. Any commission payable by the Company in respect of the delivery of Record Shares shall be set forth in Exhibit A, and shall be paid to the Counterparty by the Company on delivery of the Record Shares or such other date as may be agreed between the Company and the Counterparty. The relevant bank account details of the Counterparty or its designee shall be notified to the Company by the Counterparty in writing from time to time.
9. Following the commencement of the Repurchase Period, this Repurchase Plan shall terminate on the earliest of: (i) the date an aggregate purchase amount of Ordinary Shares (exclusive of commissions) equal to the Total Repurchase Amount (as defined in Exhibit A) have been purchased pursuant to this Repurchase Plan; (ii) the date that any person publicly announces a tender or exchange offer with respect to the Ordinary Shares; (iii) the date of public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the Company as a result of which either (A) the Ordinary Shares are to be exchanged or converted into other securities or property or (B) the alternate volume calculations set forth in Rule 10b-18(a)(13) have become effective; (iv) the date on which Counterparty receives notice of the intended or actual commencement of any proceedings in respect of or triggered by the Company's bankruptcy, insolvency or similar proceeding; (v) the date on which any event of termination described herein shall occur; (vi) promptly after the receipt of written notice of termination signed by an officer of the Company and confirmed by telephone (provided that (A) any such termination shall not cause purchases previously effected pursuant to this Repurchase Plan to fail to be entitled to the benefits of Rule 10b5-1(c) and (B) any such termination notice shall not indicate the reasons for the termination or contain any material non-public information); or (vii) the date on which the Repurchase Period ends as set out in Exhibit A.

Upon termination of this Repurchase Plan, the Counterparty shall immediately suspend executing purchases pursuant to the Repurchase Plan.

10. It is the intent of the Company and the Counterparty that the Repurchase Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) and Rule 10b-18 under the Exchange Act, and this Repurchase Plan shall be interpreted to comply with the requirements thereof.
11. The Counterparty agrees to purchase Ordinary Shares in accordance with (i) Rules 10b-18(b)(2) and 10b-18(c)(1) of the Exchange Act ("Time of Purchases"), (ii) Rule 10b-18(b)(3) of the Exchange Act ("Price of Purchases") and (iii) the volume limitations of Rules 10b-18(b)(4) and 10b-18(c)(2) of the Exchange Act.
12. If the Counterparty must suspend purchases of Ordinary Shares under the Repurchase Plan on a particular day for any of the following reasons (any such reason, a "**Blackout**"):
 - a. the Ordinary Shares are not trading in the regular way on the New York Stock Exchange (the "**Exchange**");
 - b. trading of the Ordinary Shares on the Exchange is suspended for any reason;

- c. the Counterparty cannot effect a purchase of Ordinary Shares due to legal, regulatory or contractual restrictions applicable to it (including without limitation, Regulation M, Rule 10b-5 or Rule 10b-18 of the Exchange Act) or a restriction under the terms of any contract applicable to the Counterparty;
- d. the Counterparty, in its sole discretion, deems such purchase to be inadvisable as a result of a disruption in the financial markets, or in the market activity in the Ordinary Shares; or
- e. the Counterparty has received a Suspension Notice (as defined in Article I, Paragraph 13 below) from the Company in accordance with Article I, Paragraph 13 below,

then the Counterparty will resume purchases in accordance with this Repurchase Plan on the next day specified in the Repurchase Plan if practicable (or as soon as otherwise practicable) after the condition causing the suspension of purchases has been resolved or, in the event of a suspension caused by the receipt of a Suspension Notice from the Company, receipt of notice from the Company requesting that the Counterparty resumes purchases pursuant to this Repurchase Plan. Any purchases that would have been executed in accordance with the terms of this Repurchase Plan but are not executed due to the existence of a Blackout shall be deemed to be cancelled and shall not be effected pursuant to this Repurchase Plan.

13. The Counterparty agrees that if the Company enters into a transaction that results, in the Company's good faith determination, in the imposition of trading restrictions on the Company, and if the Company shall provide the Counterparty prior notice (a "**Suspension Notice**"), then Counterparty will cease effecting purchases under this Repurchase Plan until notified by the Company that such restrictions have terminated. Any Suspension Notice shall be delivered pursuant to Article III, Paragraph 1 (set out below) and shall indicate the anticipated duration of the suspension, but shall not include any other information about the nature of such suspension or its applicability to the Company and shall not in any way communicate any material non-public information about the Company or its securities to the Counterparty.
14. The number of Ordinary Shares, together with other share amounts and prices, if applicable, as set forth in Exhibit A, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Ordinary Shares or any change in capitalization with respect to the Company that occurs during the term of this Repurchase Plan.
15. Except as otherwise expressly set forth in this Repurchase Plan, the Company acknowledges and agrees that it does not have authority, influence or control over any purchase executed by the Counterparty pursuant to this Repurchase Plan, and the Company will not attempt to exercise any authority, influence or control over such purchases. The Counterparty agrees not to seek advice from the Company with respect to the manner in which it executes purchases under this Repurchase Plan. The Company agrees that it shall not, directly or indirectly, communicate any information relating either to the Ordinary Shares or to the Company to any member of Counterparty's securities division at any time during the term of this Repurchase Plan. The Company shall be solely responsible for complying with all reporting or filing requirements, or with any laws not mentioned herein, that may apply to purchases under this Repurchase Plan.
16. The Company agrees that, in the absence of bad faith, gross negligence or willful misconduct, Counterparty and its affiliates and their directors, officers, employees and agents (collectively, "**Broker Persons**") shall not have any liability whatsoever to the Company for any action taken or omitted to be taken in connection with this Repurchase Plan or the making of any purchase hereunder. The Company further agrees to hold each Broker Person free and harmless from any and all losses, damages, liabilities or expenses (including reasonable attorneys' fees and costs) incurred or sustained by such Broker Person in connection with or arising out of any suit, action or proceeding relating to this Repurchase Plan (each an "**Action**") and to reimburse each Broker Person for such Broker Person's expenses, as they are incurred, in connection with any Action, unless such loss, damage, liability or expense is determined in a non-appealable order of a court of competent jurisdiction to be solely the result of such Broker Person's bad faith, gross negligence or willful misconduct. This paragraph shall survive termination of this Repurchase Plan.

II. **Representations and Warranties**

1. The Counterparty represents that it has established reasonable policies and procedures to ensure that its agents and representatives responsible for executing purchases of Ordinary Shares pursuant to this Repurchase Plan will not violate the insider trading laws and will comply with the requirements of Rule 10b-18 and Rule 10b5-1(c)(2) of the Exchange Act.
2. The Company represents that the entry into this Agreement and any purchases of Ordinary Shares by the Counterparty pursuant to the terms of this Agreement will comply with and not violate or contravene any legal,

regulatory or contractual restriction or requirement applicable to the Company or the Ordinary Shares, including Section 10(b) and Rule 10b-5 of the Exchange Act and that the Company has obtained and will maintain all necessary consents and approvals to enter into this Agreement and carry out purchases of Ordinary Shares pursuant to this Agreement.

3. The Company represents that, as of the date hereof:
- a. the Board of Directors of the Company has authorized the repurchase of the Ordinary Shares;
 - b. the Company and/or its predecessor, Sensata Technologies Holding N.V., publicly announced its authorization to effect repurchases of Ordinary Shares in a press release;
 - c. as of the date hereof, the Company is not aware of material non-public information concerning the Company and is entering into this Repurchase Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1;
 - d. the Company will not, during the period this Repurchase Plan is in effect, enter into any comparable agreement with any other broker if the period of such comparable agreement shall overlap with the period of this Repurchase Plan;
 - e. purchases of Ordinary Shares pursuant to this Repurchase Plan are not prohibited or restricted by any legal, regulatory or contractual restriction or undertaking binding on the Company; and
 - f. the Company shall immediately notify Counterparty if any of the statements contained in paragraphs 3(d) or 3(e) above become inaccurate prior to the termination of this Repurchase Plan.

III. General

1. All notices given by the parties under this Repurchase Plan shall be given by fax, email, certified mail or overnight courier as specified below:
- a. If to the Counterparty:
Address: _____
Attention: _____
Email address: _____
or such other person(s) as notified in writing to the Company by the Counterparty at the address, email address and/or fax number (as applicable) of such person(s) as notified in writing to the Company by the Counterparty.
 - b. If to the Company:
Address: _____
Attention: _____
Email address: _____
or such other person(s) as notified in writing to the Counterparty by the Company at the address, email address and/or fax number (as applicable) of such person(s) as notified in writing to the Counterparty by the Company.
- Any notice shall be deemed given on the date received by the recipient pursuant to this Paragraph or, if received after 4:00 PM New York City time on the next Trading Day (as defined in Exhibit A) or if received on a day that is not a Trading Day, on the next Trading Day.
2. The Counterparty shall provide information regarding purchases of Ordinary Shares daily to the Company by phone or email followed by trade details via fax, email, or such other methods as are agreed between the Company and the Counterparty. The Counterparty also shall email a trade confirmation to the Company on each trade date and provide summaries of trades on a daily basis via email as provided in Paragraph 1 of this Article. Names, phone numbers and email addresses for Company contacts may be changed by the Company by written notice to the Counterparty in accordance with Paragraph 1 of this Article. Other reports or information shall be provided at such times and with such frequency as are agreed between the Company and the Counterparty. The Counterparty and the Company each acknowledges and agrees that:

- a. prior to an acquisition by the Company pursuant to Article I, Paragraph 6, the Company shall not acquire, nor have any legal or beneficial interest in, any Ordinary Shares purchased by Counterparty pursuant to this Repurchase Plan;
 - b. nothing in this Repurchase Plan is or shall constitute a party acting as the agent of the other for any purpose. Neither party shall describe itself as an agent or in any way hold itself out as being an agent of the other; and
 - c. the Counterparty shall act as principal in respect of its acquisition of Ordinary Shares and shall effect purchases of Ordinary Shares hereunder in "riskless principal transactions" as defined in Rule 10b-18(a)(12) of the Exchange Act.
3. This Repurchase Plan will be governed by and construed in accordance with the internal laws of the State of New York and may be modified or amended only by written agreement signed by the parties hereto and provided that any such modification or amendment shall only be permitted at a time when the Company is not aware of material non-public information concerning the Company or its securities. In the event of a modification or amendment to this Repurchase Plan, no purchases shall be effected during the ten business days immediately following such modification or amendment (other than purchases already provided for in this Repurchase Plan prior to modification or amendment). For the avoidance of doubt, the foregoing requirements applicable to modifications and amendments shall not apply to a termination of this Repurchase Plan.
4. This Repurchase Plan may not be assigned by any party without the prior written consent of the other party.
5. This Repurchase Plan is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
6. This Repurchase Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
7. If any provision of this Repurchase Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Repurchase Plan will continue and remain in full force and effect.
8. This Repurchase Plan may be terminated by either party at any time, and with immediate effect, upon written notice from one party to the other by overnight mail, email or fax, at the addresses or fax numbers previously notified by the other party.
9. The Counterparty agrees to maintain the confidentiality of this Repurchase Plan, including the terms of Exhibit A hereof, except that this Repurchase Plan may be disclosed (a) to its affiliates and its or its affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisers (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Repurchase Plan and instructed to keep such Repurchase Plan confidential); (b) to the extent requested by any regulatory authority or self-regulatory authority; (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) to any other party to this Repurchase Plan; (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Repurchase Plan or the enforcement of rights hereunder; (f) with the consent of the Company; or (g) to the extent such information (i) becomes publicly available other than as a result of a breach of this Paragraph, or (ii) becomes available to the Counterparty from a source other than the Company that does not owe an obligation of confidentiality to the Company.
10. The Company has previously adhered to the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "ISDA U.S. Protocol"), and the terms of such protocol, as it is in force from time to time, shall be incorporated into and form a part of this Agreement. For purposes of incorporating the ISDA U.S. Protocol, the Counterparty shall be deemed to be a Regulated Entity, the Company shall be deemed to be an Adhering Party, and this Agreement shall be deemed to be a Protocol Covered Agreement. Capitalized terms used but not defined in this Paragraph shall have the meanings given to them in the ISDA U.S. Protocol.
11. The company shall comply with all requirements under the rules, if any, as may be adopted by the U.S. Securities and Exchange Commission ("SEC") in connection with the SEC's Rule 10b5-1 and Insider Trading proposal announced on December 15, 2021 and under the rules, if any, as may be adopted by the SEC in connection with the SEC's Share Repurchase Disclosure Modernization proposal announced on December 15, 2021.

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

SENSATA TECHNOLOGIES HOLDING PLC (the "Company")

By: _____

Name: _____

Title: _____

_____ (the "Counterparty")

By: _____

Name: _____

Title: _____

Exhibit A

The Counterparty and the Company shall hereby agree that the following terms shall have the following meanings:

"Limit Price" shall mean a per share price of the lesser of \$____ and 110% of the last reported sale price per share for the Ordinary Shares on the Exchange or such other exchange on which the Ordinary Shares are principally listed from time to time, in each case determined at the time that the purchase is made.

"Maximum Amount" shall mean the maximum purchase amount in a single trading day and shall mean:

If the price is at or above \$____	0 shares
If the price is greater than or equal to \$____ and less than or equal to \$____	1.5% of the average daily trading volume
If the price is greater than or equal to \$____ and less than or equal to \$____	2.5% of the average daily trading volume
If the price is greater than or equal to \$____ and less than or equal to \$____	5% of the average daily trading volume
If the price is greater than or equal to \$____ and less than or equal to \$____	7.5% of the average daily trading volume
If the price is greater than or equal to \$____ and less than or equal to \$____	10% of the average daily trading volume
If the price is greater than or equal to \$____ and less than or equal to \$____	12.5% of the average daily trading volume
If the price is less than \$____	15% of the average daily trading volume

"Repurchase Cap" shall mean 20% of the total issued ordinary shares of the Company as at 5:00 pm (London time) on May 26, 2022 (or such other date on which the cross-border merger between the Company and Sensata Technologies N.V. becomes effective) as adjusted on a proportionate basis to take into account any consolidation or division of shares from time to time.

"Repurchase Period" shall mean the period commencing on _____, 20__ and terminating at close of business on _____, 20__.

"Total Repurchase Amount" is the maximum aggregate purchase amount in the Repurchase Period and shall mean \$____ million. [The maximum aggregate purchase amount in any calendar month shall be \$____ million.]

"Trading Day" shall mean each day during the Repurchase Period on which the Exchange or such other exchange on which the Ordinary Shares are principally listed from time to time is open for trading and the Ordinary Shares trade in the regular way.

Commission paid under this Repurchase Plan shall equal \$0.015 per Record Share sold to the Company.

Notwithstanding anything to the contrary contained herein, Counterparty may execute one or more block trades (as such term is defined in Rule 10b-18 under the Exchange Act) in Shares under the following circumstances: [].

APPENDIX E

ISSUER STOCK REPURCHASE AND 10B5-1 TRADING PLAN

ISSUER STOCK REPURCHASE AND 10b5-1 TRADING PLAN

Company Name: Sensata Technologies Holding PLC

Account Number: _____

Date: _____, 20____

1. This agreement constitutes a written plan (the "Plan") for the repurchase of Shares (as defined below) of Sensata Technologies Holding PLC (the "Issuer"), effected in the above-listed account (the "Account") of the Issuer. The parties intend that the Plan shall constitute a binding contract or instruction satisfying the requirements of Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

2. The Issuer hereby authorizes _____ (the "Counterparty") to purchase Shares and sell to the Issuer on a riskless principal basis in accordance with the following terms:

- **Class of Securities subject to the Plan:** Ordinary shares, par value EUR 0.01 per share, of the Issuer (ticker symbol: "ST") (the "Shares")
- **Name of primary listing exchange for the Shares:** The New York Stock Exchange (the "Exchange")
- **Aggregate amount of Shares covered by the Plan:** Refer to Schedule A, which is attached hereto and incorporated herein by this reference.
- **Commencement date of purchases under the Plan:** Refer to Schedule A.
- **Scheduled Termination Date for the Plan:** _____, 20____ (the "Scheduled Termination Date").

During the term of the Plan, the Issuer will not exercise or attempt to exercise authority, influence or control over any purchases executed by the Counterparty or its affiliates pursuant to the Plan.

3. Representations, Warranties and Agreements

(a) The Issuer agrees to (i) purchase from the Counterparty all Shares purchased by the Counterparty under the Plan at the same price-per share at which the Counterparty purchased the Shares, *plus* all commissions in an amount of two cents (\$.02) per share, on or prior to the regular settlement date for such Shares (currently, T + 2), as instructed by the Counterparty and (ii) pay to the Counterparty the Performance Commission (as defined in Schedule A), if any, on or prior to the second business day following the date of completion of this program, as instructed by the Counterparty. The Issuer acknowledges and agrees that any failure to make any payment may result in all or part of the Plan not being executed or the Plan being terminated. Against such payments above, the Counterparty shall transfer pursuant to the delivery instructions set forth in Schedule A, all Shares so purchased. This Plan constitutes the Issuer's buy with respect to all such riskless principal purchases.

(b) The Counterparty will, subject to the limitations set forth in Schedule A, exercise its professional trading discretion and execute the purchases specified in the Plan in a manner it selects and in compliance with all applicable and required laws, rules and regulations. The Counterparty will provide purchase information to the Issuer daily by phone or e-mail, and trade confirmations will be sent following the transaction date (any such information sent by e-mail shall be sent to _____, or such other e-mail address as the Issuer may specify from time to time; fax delivery shall be made in accordance with the provisions of paragraph 3(t) below).

(c) All purchases by the Counterparty will be executed only on Trading Days that occur during the Execution Period (as defined in Schedule A). A "Trading Day" is any day that the Exchange or a trading center (i) is scheduled to be open, (ii) is actually open during its regular trading session for such day (without regard to after hours or any other trading outside of the regular trading session hours), and (iii) the Shares trade regular way thereon; provided that, if such Exchange or trading center is scheduled to close prior to its normal closing time, the Counterparty may determine such day to be a Disrupted Day, either in whole or in part.

(d) The Issuer acknowledges and agrees that the Counterparty may elect not to purchase Shares pursuant to the Plan at any time when (i) the Counterparty, in its sole discretion, has determined that a market disruption, banking moratorium, outbreak or escalation of hostilities or other crisis or calamity has occurred, (ii) the Counterparty, in its sole discretion, has determined that it is prohibited from doing so by a legal, regulatory (including without limitation Regulation M), reputational, contractual or other restriction applicable to it or its affiliates or to the Issuer or the Issuer's affiliates or (iii) the Counterparty, in its sole discretion, has determined that it should refrain from purchasing Shares on that day based on

its professional trading discretion. The occurrence of any event described in clause (i) or (ii) of this paragraph 3(d) or, at the election of the Counterparty, a partial trading day as described in paragraph (c) shall comprise a “Disrupted Day.” If any Trading Day during the Execution Period is a Disrupted Day, the Counterparty shall determine whether such Disrupted Day (i) is a Disrupted Day in whole, in which case such day shall be deemed an Excluded Trading Day and the 10b-18 VWAP (as defined in Schedule A) for such Disrupted Day shall not be included for purposes of determining the Execution Period VWAP (as defined in Schedule A) and the Counterparty may elect to extend the Scheduled Termination Date to the immediately following Trading Day for each Disrupted Day in whole or (ii) is a Disrupted Day only in part, in which case the 10b-18 VWAP for such Disrupted Day shall be determined by the Counterparty based on Rule 10b-18 eligible transactions in the Shares on such Disrupted Day taking into account the nature and duration of the relevant event causing the Disrupted Day, and (notwithstanding the definition of Execution Period VWAP) the weighting of the 10b-18 VWAPs for the relevant Trading Days during the Execution Period shall be adjusted by the Counterparty in a commercially reasonable manner for purposes of determining the Execution Period VWAP, based on, among other factors, the duration of any such event and the volume, historical trading patterns and price of the Shares.

(e) The Plan shall terminate on the earliest to occur of (i) the Scheduled Termination Date, (ii) the first Trading Day after the Issuer notifies the Counterparty in writing by 1:00 p.m. New York time on any Trading Day that the Plan shall terminate, (iii) [on or following _____, 20____] the date on which the Counterparty completes the purchase of the Maximum Aggregate Amount in accordance with Schedule A, (iv) the date of public announcement of the voluntary or involuntary liquidation, bankruptcy, insolvency, or nationalization of, or any analogous proceeding affecting, the Issuer and (v) an Accelerated Termination Date. Upon the occurrence of any Accelerated Termination Event, the Counterparty may suspend the Plan, at its election and without prejudice to its right to terminate the Plan. The Counterparty shall provide the Issuer with email notification in advance of any acceleration of termination of the Plan no later than 5:00 pm New York time of the day of termination (any such information sent by e-mail shall be made in accordance with the provisions of paragraph 3(t) below).

“Accelerated Termination Date” shall mean a Trading Day, following the occurrence and during the continuation of an Accelerated Termination Event, designated by the Counterparty by written notice (including by way of email) to the Issuer.

“Accelerated Termination Event” means the occurrence of any of the following events:

1. the Issuer or any other person publicly announces a tender or exchange offer with respect to the Shares;
2. the date of public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Issuer as a result of which the Shares are to be exchanged or converted into securities of another company;
3. a breach by the Issuer of a representation, warranty, covenant, or obligation hereunder;
4. the Issuer becomes subject to a legal, regulatory, contractual or other restriction that would cause transactions pursuant to the Plan to violate or conflict with any such law, regulation, contract, policy, judgment, order, decree or undertaking;
5. the Counterparty determines in its reasonable discretion that it is appropriate in light of legal, regulatory or self-regulatory requirements or related policies or procedures for the Counterparty to refrain from further market activity in connection with the Plan; or
6. [on or following _____, 20____] the Counterparty purchased a number of Shares with an aggregate purchase price equal to or in excess of the Minimum Aggregate Amount.

(f) The Issuer represents and warrants that it is not, on the date hereof, in possession of any material non-public information regarding the Issuer or the Shares. Information is “Material” if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. Information is “Non-public” if it has not been disseminated in a manner making it available to investors generally. The Issuer agrees not to communicate, directly or indirectly, any material non-public information relating to the Shares or the Issuer to any employee of the Counterparty or its affiliates who is involved, directly or indirectly, in executing the Plan at any time while the Plan is in effect.

(g) The Issuer represents and warrants that it is currently in an open trading window, that the Plan does not violate the Issuer’s trading policy and that the Plan is intended to comply with Rule 10b5-1.

(h) The Issuer represents and warrants that the Plan does not violate or conflict with any law, regulation, contract, policy, judgment, order, decree or undertaking applicable to the Issuer or to which the Issuer is a party. The Issuer agrees to notify the Counterparty in writing if it becomes subject to a legal, regulatory, contractual or other restriction that would cause transactions pursuant to the Plan to violate or conflict with any such law, regulation, contract, policy, judgment, order, decree or undertaking (it being understood that the Issuer coming into possession of material non-public information during the term of the Plan shall not constitute such a restriction).

(i) The Issuer further represents and warrants that any consents or authorizations required to be obtained with respect to the Plan and use of the Account to effect the Plan under any such law, regulation, contract, policy, judgment, order, decree, board resolution or undertaking have been obtained and are in full force and effect and that all conditions of

any such consents and authorizations have been complied with. The Issuer also represents and warrants that the purchase of Shares pursuant to the Plan has been duly authorized by the Issuer and is consistent with the Issuer's publicly announced share repurchase program.

(j) The Issuer agrees that it shall not (except through the Counterparty or an affiliate thereof), and its affiliated purchasers (as defined in Rule 10b-18 of the Exchange Act ("Rule 10b-18" or the "safe harbor")) shall not, directly or indirectly (including by means of a derivative instrument) enter into any transaction to purchase any Shares during the Execution Period. The Issuer represents and warrants to the Counterparty that neither it nor any "affiliated purchaser" (as defined in Rule 10b-18) has made any purchases of blocks pursuant to the proviso in paragraph (b)(4) of Rule 10b-18 during either (i) the four full calendar weeks immediately preceding the date hereof or (ii) during the calendar week in which the date hereof occurs.

(k) The Issuer warrants, represents and agrees that (A) the Issuer is acting for its own account, and it is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, (B) the Issuer has made its own independent decisions to enter into the Plan and as to whether the Plan is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (C) the Issuer is not relying on any communication (written or oral) of the Counterparty or any of its affiliates as investment advice or as a recommendation to enter into the Plan (it being understood that information and explanations related to the terms and conditions of the Plan shall not be considered investment advice or a recommendation to enter into the Plan), (D) no communication (written or oral) received from the Counterparty or any of its affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Plan, (E) the Issuer is exercising independent judgment in evaluating the communications (written or oral) of the Counterparty or any of its affiliates, and (F) the Issuer has total assets of at least \$50,000,000 as of the date hereof.

(l) The Issuer represents and warrants that the Plan is being entered into in good faith and is not part of a plan or scheme to evade the prohibitions of Rule 10b5-1. The Issuer represents and warrants that the transactions pursuant to the Plan contemplated hereby will not violate Rule 13e-1 or Rule 13e-4 under the Exchange Act. While the Plan is in effect, the Issuer agrees not to enter into or alter, either directly or indirectly through an affiliated entity, any corresponding or hedging transaction or position with respect to the Shares covered by the Plan and agrees not to alter (except as provided in paragraph 3(u) below) or deviate from, or attempt to exercise any influence over how, when or whether transactions are executed pursuant to, the terms of the Plan. The Issuer further agrees not to (i) enter into a binding contract with respect to the purchase or sale of Shares during the Execution Period with another broker, dealer or financial institution, (ii) instruct another financial institution to purchase or sell Shares during the Execution Period or (iii) adopt a plan for trading the Shares during the Execution Period except through the Counterparty or an affiliate thereof. In addition, the Issuer represents that no such contract, instruction or plan is currently in effect.

(m) The Issuer agrees to indemnify and hold harmless the Counterparty and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of or relating to the Plan (including, but not limited to, a breach of the Issuer's representations, warranties or covenants in the Plan), except to the extent that such claims or cause of actions arise out of the Counterparty's acts of willful misconduct or bad faith. This indemnification shall survive termination of the Plan.

(n) The Issuer understands and acknowledges that the Counterparty and its affiliates may also be active in the market for the Shares and derivatives linked to the Shares other than in connection with the Plan, including acting as agent or as principal and for its own account or on behalf of customers. Any such market activities of the Counterparty and its affiliates with respect to the Shares may affect the market price and volatility of the Shares, each in a manner that may be adverse to the Issuer. The Issuer hereby acknowledges that any transactions by the Counterparty in the Shares pursuant to this Plan will be undertaken by the Counterparty as principal for its own account. The transactions under this Plan is a derivatives transaction in which it has granted the Counterparty an option; the Counterparty may purchase Shares for its own account at an average price that may be greater than, or less than, the price paid by the Issuer under the terms of this Plan.

(o) The Counterparty agrees that at no time shall its trading in the market pursuant to the Plan employ manipulative or deceptive devices or contrivances in violation of Section 10(b) of the Exchange Act. Further, the Counterparty acknowledges the interest of the Issuer in connection with such repurchases that such repurchases comply with the conditions of the safe harbor provided by Rule 10b-18. The Counterparty agrees to comply with the conditions of Rule 10b-18(b)(2) and (b)(4), and with respect to the price conditions set forth in Rule 10b-18(b)(3), the Counterparty shall not knowingly exceed the highest independent bid or the last independent transaction price, whichever is higher, quoted or reported in the consolidated system at the time the Rule 10b-18 purchase is effected.

(p) Notwithstanding any other provision hereof, the Counterparty shall not be liable to the Issuer for (i) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen or (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is

beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God".

(q) The Issuer acknowledges and agrees that the Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.

(r) The Issuer and the Counterparty each acknowledges and agrees that (i) nothing in the Plan is or shall constitute a party acting as the agent of the other for any purpose, (ii) neither party shall describe itself as an agent or in any way hold itself out as being an agent of the other, and (ii) the Counterparty shall act as principal in respect of its acquisition of the Shares.

(s) The Issuer acknowledges that the Counterparty views the Plan and its structure as proprietary to the Counterparty and the Issuer shall keep the Plan, the terms of this agreement and any writing or other communication in connection to the Plan as confidential; save that this agreement and the Plan may be appended to the Issuer's Proxy Statement (which may be made available online), made available to shareholders in a physical location at any time, and may otherwise be disclosed if required by law, rule, or regulation.

(t) All notices to the Counterparty under the Plan shall be given to the Counterparty in the manner specified by the Plan by telephone at _____, by facsimile at _____, by email to the email address below or by hand delivery, certified mail or nationally recognized overnight courier to the address below:

Email address: _____

All notices to the Issuer under this Plan shall be given by email to the email address or by facsimile to the number, in either case, as set forth below, or by nationally recognized overnight courier or certified mail to the address below:

Sensata Technologies Holding plc
Interface House, Interface Business Park
Bincknoll Lane
Royal Wootton Bassett
Swindon SN4 8SY
United Kingdom
Facsimile: _____
Email address: _____

Notices sent by hand or overnight courier service, or mailed by certified mail shall be deemed to have been duly given or served on the other parties when actually received. Notices sent by fax shall be deemed to have been received upon written, oral or electronic confirmation of a successful transmission. Notices sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" or "read receipt" functions, as available, return e-mail or other oral or written acknowledgment). Any notices sent or delivered (as provided herein) (x) at or prior to 5:00 p.m. New York time (or 1:00 p.m. New York time, in the case of paragraph 3(e)(ii)) on any Trading Day shall constitute a notice deemed effective on such same Trading Day or (y) after 5:00 p.m. New York time (or 1:00 p.m. New York time, in the case of paragraph 3(e)(ii)) on any Trading Day shall constitute a notice deemed effective on the following Trading Day.

(u) Any modification or amendment by the parties further requires (i) the written consent of the Counterparty, which consent shall specify the effective date of the modified or amended Plan and (ii) (1) a certificate signed by the Issuer certifying that the representations and warranties in this Plan are true and correct at and as of the date of such certificate as if made at and as of such date, or (2) the execution of a new Plan, as determined by the Counterparty in its sole discretion. The Issuer may not assign the Issuer's rights or obligations under the Plan without the written permission of the Counterparty and any such assignment without such permission shall be void.

(v) The Plan shall be governed by and construed in accordance with the laws of the State of New York and may be modified or amended only by a writing signed by the Issuer and the Counterparty.

(w) This Plan constitutes the entire agreement between the Issuer and the Counterparty with respect to the Plan and supersedes any prior agreements or understandings with regard to the Plan.

(x) The company shall comply with all requirements under the rules, if any, as may be adopted by the U.S. Securities and Exchange Commission ("SEC") in connection with the SEC's Rule 10b5-1 and Insider Trading proposal announced

on December 15, 2021 and under the rules, if any, as may be adopted by the SEC in connection with the SEC's Share Repurchase Disclosure Modernization proposal announced on December 15, 2021.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives as of the date first written above.

SENSATA TECHNOLOGIES HOLDING PLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE A

Trading Instructions for the 10b5-1 Repurchase Plan

During the Execution Period and subject to paragraph 3(e) of the Plan, the Counterparty shall endeavor to purchase a number of Shares under the Plan with a cash amount between the Minimum Aggregate Amount and the Maximum Aggregate Amount as determined by the Counterparty in its sole discretion. The Counterparty shall not purchase any Shares at a price exceeding the Limit Price and the maximum aggregate number of Shares which may be purchased pursuant to the Plan shall not exceed the Repurchase Cap. The number of Shares repurchasable on any one Trading Day under the Plan shall be subject to Rule 10b-18(b)(4).

Definition of Terms for the Purpose of this Plan:

A. The “Execution Period” shall begin on _____, 20____ and end on the close of business on the Scheduled Termination Date if not ended earlier pursuant to paragraph 3(e) of the Plan.

B. The “Minimum Aggregate Amount” shall equal \$_____ exclusive of the commission paid (\$0.02 per share) and the Performance Commission; provided that such amount shall be reduced by the Counterparty to reflect the effect of a Trading Day that is a Disrupted Day or Excluded Trading Day.

C. The “Maximum Aggregate Amount” shall equal \$_____ exclusive of the commission paid (\$0.02 per share) and the Performance Commission.

D. The “Limit Price” shall mean a price per share of the lesser of _____ and 110% of the last reported sale price per share for the Shares on the Exchange or such other exchange on which the Shares are principally listed from time to time, in each case determined at the time that the purchase is made.

E. The “Repurchase Cap” shall mean 20% of the total issued ordinary shares of the Issuer as at 5:00 pm London time on May 28, 2020 as adjusted on a proportionate basis to take into account any consolidation or division of shares from time to time.

F. The “Performance Commission” shall be equal to the product of (a) all shares repurchased by the Issuer pursuant to this Plan *multiplied* by (b) 25% of the positive difference, if any, between (1) the Execution Period VWAP *minus* (2) the Average Repurchase Price.

G. The “Execution Period VWAP” shall mean the arithmetic average of the 10b-18 VWAPs for each Included Trading Day during the Execution Period; *provided that* upon the occurrence of any partially Disrupted Days during the Execution Period, the Counterparty may determine the 10b-18 VWAP for such Disrupted Day and may adjust the weighting of the 10b-18 VWAPs for the relevant Trading Days during the Execution Period as described in paragraph 3(d) of the Plan.

H. The “10b-18 VWAP” shall mean (A) for any trading day that is not a Disrupted Day, the volume-weighted average price at which the Shares traded as reported in the composite transactions for all United States securities exchanges on which such Shares are traded (or, if applicable, any successor exchange), excluding (i) trades that do not settle regular way, (ii) opening (regular way) reported trades in the consolidated system on such trading day, (iii) trades that occur in the last ten minutes before the scheduled close of trading on the exchange on such trading day and ten minutes before the scheduled close of the primary trading in the market where the trade is effected, and (iv) trades on such Trading Day that do not satisfy the requirements of Rule 10b-18(b)(3) of the Exchange Act, as determined in good faith by the Counterparty, or (B) for any trading day that is a Disrupted Day in full or in part, an amount determined by the Counterparty as set forth in paragraph 3(d) of the Plan. The Issuer acknowledges that the Counterparty may refer to the Bloomberg Page “ST” <Equity> AQR SEC” (or any successor thereto) for any trading day to determine the 10b-18 VWAP.

I. The “Average Repurchase Price” shall mean the weighted average purchase price, exclusive of any commissions, for all Shares repurchased by the Issuer under this Plan over the Execution Period.

J. “Included Trading Day” shall mean a Trading Day that is not an Excluded Trading Day.

K. “Excluded Trading Day” shall mean a Trading Day on which the Counterparty elects not to purchase Shares pursuant to its rights under paragraph 3(d)(i) or paragraph 3(d)(ii) or determines in its sole discretion that the Trading Day is an Excluded Trading Day.

Issuer delivery details: As provided by the Issuer.

APPENDIX F

FIXED DOLLAR ACCELERATED STOCK REPURCHASE TRANSACTION

FIXED DOLLAR ACCELERATED SHARE REPURCHASE TRANSACTION

Sensata Technologies Holding plc
Interface House
Interface Business Park
Bincknoll Lane
Royal Wootton Bassett
Swindon
Wiltshire
SN4 8SY
United Kingdom
Registered No, 10900776

Dear Sir/Madam:

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the Transaction entered into between [] (“**Counterparty**”) and Sensata Technologies Holding plc (“**Issuer**”) on the Trade Date specified below (the “**Transaction**”). This confirmation constitutes a “Confirmation” as referred to in the Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”)) (the “**Equity Definitions**”) are incorporated into this Confirmation. The Transaction is a Share Forward Transaction for purposes of the Equity Definitions. Any reference to a currency shall have the meaning contained in Section 1.7 of the 2006 ISDA Definitions, as published by ISDA.

1. This Confirmation evidences a complete and binding agreement between COUNTERPARTY and Issuer as to the terms of the Transaction to which this Confirmation relates and shall supersede all prior or contemporaneous written or oral communications with respect thereto. This Confirmation shall be subject to an agreement (the “**Agreement**”) in the form of the ISDA 2002 Master Agreement as if COUNTERPARTY and Issuer had executed an agreement in such form without any Schedule but with the elections set forth in this Confirmation.

The Transaction shall be the only transaction under the Agreement. If there exists any ISDA Master Agreement between COUNTERPARTY and Issuer or any confirmation or other agreement between COUNTERPARTY and Issuer pursuant to which an ISDA Master Agreement is deemed to exist between COUNTERPARTY and Issuer, then, notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which COUNTERPARTY and Issuer are parties, the Transaction shall not be considered a transaction under, or otherwise governed by, such existing or deemed to be existing ISDA Master Agreement.

If there is any inconsistency between the Agreement, this Confirmation and the Equity Definitions, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; and (iii) the Agreement.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

GENERAL TERMS:

Trade Date:	As specified in Schedule I
Buyer:	Issuer
Seller:	COUNTERPARTY
Shares:	Ordinary shares, nominal value EUR 0.01 per share, of Issuer (Ticker: “ST”)

Forward Price:	A price equal to (A) the greater of (i) the arithmetic mean (not a weighted average, subject to "Market Disruption Event" below) of the 10b-18 VWAP on each Calculation Date during the Calculation Period <i>minus</i> (ii) the Discount and (B) the Floor Price.
Discount:	As specified in Schedule I
Floor Price:	As specified in Schedule I
10b-18 VWAP:	On any Calculation Date, a price per Share equal to the volume-weighted average price of the Rule 10b-18 eligible trades in the Shares for the entirety of such Calculation Date as determined by the Calculation Agent at 4:15 EST on such Calculation Date by reference to the screen entitled "ST <Equity> AQR SEC" or any successor page as reported by Bloomberg L.P. or any successor (without regard to pre-open or after-hours trading outside of any regular trading session for such Calculation Date or block trades (as defined in Rule 10b-18(b)(5) of the Securities Exchange Act of 1934, as amended (the " Exchange Act ")) on such Calculation Date), or, if the price displayed on such screen is clearly erroneous, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.
Calculation Period:	The period from, and including, the Calculation Period Start Date to, and including, the relevant Valuation Date.
Calculation Period Start Date:	As specified in Schedule I
Calculation Dates:	As specified in Schedule I
Initial Shares:	As specified in Schedule I
Initial Share Delivery Date:	As specified in Schedule I. On the Initial Share Delivery Date, Seller shall deliver to Buyer a number of Shares equal to the Initial Shares in accordance with Section 9.4 of the Equity Definitions, with the Initial Share Delivery Date being deemed to be a "Settlement Date" for purposes of such Section 9.4.
Prepayment:	Applicable
Prepayment Amount:	As specified in Schedule I
Prepayment Date:	As specified in Schedule I
Exchange:	New York Stock Exchange
Related Exchange:	All Exchanges
Market Disruption Event:	The definition of "Market Disruption Event" in Section 6.3(a) of the Equity Definitions is hereby amended by deleting the words "at any time during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be," starting in the third line thereof. Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof. Notwithstanding anything to the contrary in the Equity Definitions, if any Scheduled Trading Day in the Calculation Period or the Buyer Settlement Valuation Period (each such Scheduled Trading Day, an "Observation Day") is a Disrupted Day, the Calculation Agent may elect to take one or more of the following actions: (i) determine that such Observation Day is a Disrupted Day in whole, in which case the Calculation Agent shall exclude the 10b-18 VWAP on such Observation Day in determining the Forward Price or Buyer Settlement Price, as applicable, (ii) determine that such Observation Day is a Disrupted Day in part, in which case the Calculation Agent shall (x) determine the 10b-18 VWAP on such Observation Day based on Rule 10b-18 eligible trades in the Shares on such day taking into account the nature and duration of the relevant Market Disruption Event and (y) determine the Forward Price or Buyer Settlement Price, as applicable, using an appropriately weighted average of 10b-18 VWAPs instead of an arithmetic mean, and/or (iii) elect to (x) postpone the Scheduled Valuation Date (in the case of a disrupted Calculation Date) or (y) extend the Buyer Settlement Valuation Period (in the case of a Disrupted Day during the Buyer Settlement Valuation Period) by up to one Scheduled Trading Day for every Observation Day that is a Disrupted Day during the Calculation Period or Buyer Settlement Valuation Period, as applicable. For the avoidance of doubt, if the Calculation Agent takes the action described in clause (ii)

above, then such Disrupted Day shall be an Observation Day for purposes of calculating the Forward Price or Buyer Settlement Price, as applicable.

Any Scheduled Trading Day on which, as of the date hereof, the Exchange is scheduled to close prior to its normal close of trading shall be deemed not to be a Scheduled Trading Day. If a closure of the Exchange prior to its normal close of trading is scheduled (x) on any Scheduled Trading Day during the Calculation Period following the date hereof or (y) on any Scheduled Trading Day during the Buyer Settlement Valuation Period after the relevant Buyer Election Date, then such Scheduled Trading Day shall be deemed to be a Disrupted Day in full.

If a Disrupted Day occurs (or is deemed to occur) during the Calculation Period or the Buyer Settlement Valuation Period, as the case may be, and each of the five immediately following Scheduled Trading Days is a Disrupted Day (a “**Disruption Event**”), then the Calculation Agent, in its good faith and commercially reasonable discretion, may (x) deem the day such Disruption Event occurs and each consecutive Disrupted Day thereafter to be an Observation Day that is not a Disrupted Day and determine the 10b-18 VWAP for each such Observation Day using its good faith and commercially reasonable estimate of the value of the Shares on such day based on the volume, historical volatility and trading patterns and price of the Shares and such other factors as it deems appropriate and commercially reasonable to take into account or (y) treat such Disruption Event as an Additional Termination Event in respect of the Transaction, with Issuer as the sole Affected Party and the Transaction as the sole Affected Transaction.

VALUATION:

Valuation Date(s): The earlier of (i) the Scheduled Valuation Date and (ii) any earlier accelerated Valuation Date as a result of COUNTERPARTY’s election in accordance with the immediately succeeding paragraph.

COUNTERPARTY shall have the right, in its absolute discretion, to accelerate the Valuation Date, for the whole Transaction or only a part thereof, to any Scheduled Trading Day that is on or after the Lock-Out Date and prior to the Scheduled Valuation Date by notice (each such notice, an “**Acceleration Notice**”) to Issuer by 9:00 p.m., New York City time, on the Exchange Business Day immediately following the accelerated Valuation Date (the “**Acceleration Date**”). COUNTERPARTY shall specify in each Acceleration Notice the portion of the Prepayment Amount that is subject to acceleration. If the portion of the Prepayment Amount that is subject to acceleration is less than the full remaining Prepayment Amount, then the Calculation Agent shall make such mechanical or administrative adjustments to the terms of the Transaction as appropriate in order to take into account the occurrence of such Acceleration Date (including cumulative adjustments to take into account all prior Acceleration Dates).

Scheduled Valuation Date: As specified in Schedule I, subject to postponement in accordance with “Market Disruption Event” above.

Lock-Out Date: As specified in Schedule I

SETTLEMENT TERMS:

Physical Settlement: On any Valuation Date (including any Acceleration Date, if applicable), the Calculation Agent shall calculate the Settlement Amount for the relevant portion of the Transaction. The “**Settlement Amount**” for the Transaction is a number of Shares equal to (a) (i) the Prepayment Amount *divided by* (ii) the Forward Price *minus* (b) the Initial Shares, rounded to the nearest whole number of Shares.

If the Settlement Amount is positive, Seller shall deliver to Buyer a number of Shares equal to the Settlement Amount on the **Settlement Date**. If the Settlement Amount is negative, the provisions of Buyer Settlement shall apply.

Settlement Currency: USD

Settlement Date: The date that falls one Settlement Cycle after the relevant Valuation Date or Acceleration Date if prior to the Scheduled Valuation Date for the relevant portion of the Transaction (the final Settlement Date, the “**Final Settlement Date**”).

Buyer Settlement:	If the Settlement Amount is negative, Buyer may elect that the Buyer Share Settlement provisions apply in lieu of the Buyer Cash Settlement Method provisions by written notice to Seller, which notice shall be effective if received by Seller by the earlier of (i) the Scheduled Valuation Date and (ii) the Scheduled Trading Day immediately following the final Acceleration Date (such date, the “ Buyer Election Date ”).
Buyer Cash Settlement:	If Cash Settlement is applicable, then Buyer shall pay to Seller the absolute value of the Buyer Cash Settlement Amount on the Buyer Cash Settlement Payment Date.
Buyer Cash Settlement Amount:	An amount equal to (a) the aggregate of each negative Settlement Amount, <i>multiplied by</i> (b) the Buyer Settlement Price.
Buyer Settlement Price:	Subject to “Market Disruption Event” above, an amount equal to the arithmetic mean of the 10b-18 VWAP for each Scheduled Trading Day in the Buyer Settlement Valuation Period, plus USD 0.05 (in each case, plus interest on such amount during the Buyer Settlement Valuation Period at the rate of interest for Issuer’s long term, unsecured and unsubordinated indebtedness, as determined by the Calculation Agent).
Buyer Settlement Valuation Period:	A number of Scheduled Trading Days selected by the Calculation Agent, beginning on the Scheduled Trading Day immediately following the Buyer Election Date, subject to “Market Disruption Event” above.
Buyer Cash Settlement Payment Date:	The Currency Business Day immediately following the last day of the Buyer Settlement Valuation Period.
Buyer Share Settlement:	On the Final Settlement Date, Buyer shall deliver to Seller a number of Shares equal to the Buyer Share Settlement Percentage multiplied by the absolute value of the aggregate of each negative Settlement Amount. Buyer’s obligation under this provision shall be netted against any obligations of Seller under “Physical Settlement” above on the Final Settlement Date.
Buyer Share Settlement Percentage:	As specified in Schedule I
Other Applicable Provisions:	The last sentence of Section 9.2, Sections 9.8, 9.9, 9.10 and 9.11 (except that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Buyer is the issuer of the Shares) and Section 9.12 of the Equity Definitions will be applicable to the Transaction.

SHARE ADJUSTMENTS:

Potential Adjustment Event:	in addition to the events described in Section 11.2(e) of the Equity Definitions, the occurrence of a Disrupted Day (including due to the occurrence of a Regulatory Disruption) shall constitute a Potential Adjustment Event. In the case of any event described in the preceding sentence, the Calculation Agent may, in its commercially reasonable judgment, adjust any relevant terms of the Transaction as the Calculation Agent determines appropriate to account for the economic effect on the Transaction of such event.
Different Dividend:	For any calendar quarter, any dividend or distribution on the Shares with an ex-dividend date occurring during such calendar quarter (other than any dividend or distribution of the type described in Section 11.2(e)(i) or Section 11.2(e)(ii)(A) of the Equity Definitions) (a “ Dividend ”) the amount or value of which (as determined by the Calculation Agent), when aggregated with the amount or value (as determined by the Calculation Agent) of any and all previous Dividends with ex-dividend dates occurring in the same calendar quarter, differs from the Ordinary Dividend Amount.
Ordinary Dividend Amount:	As specified in Schedule I
Extraordinary Dividend:	The per Share cash dividend or distribution, or a portion thereof, declared by Issuer on the Shares that is classified by the board of directors of Issuer as an “extraordinary” dividend.

Consequences of Different Dividend:

The declaration by the Issuer of any Different Dividend, the ex-dividend date for which occurs or is scheduled to occur during the Relevant Dividend Period (as defined below) for the Transaction, shall, at the Calculation Agent's election, either (x) constitute an Additional Termination Event in respect of such Transaction, with Buyer as the sole Affected Party and such Transaction as the sole Affected Transaction or (y) result in an adjustment, by the Calculation Agent, to the Floor Price as the Calculation Agent determines appropriate to account for the economic effect on the Transaction of such Different Dividend.

Early/Late Ordinary Dividend Payment:

If an ex-dividend date for any Dividend that is neither (x) a dividend or distribution of the type described in Section 11.2(e)(i) or Section 11.2(e)(ii)(A) of the Equity Definitions nor (y) an Extraordinary Dividend, occurs during any calendar quarter occurring (in whole or in part) during the Relevant Dividend Period and such ex-dividend date is not on the Scheduled Ex-Dividend Date for such calendar quarter, the Calculation Agent shall make such adjustment to the exercise, settlement, payment or any other terms of the Transaction as the Calculation Agent determines appropriate to account for the economic effect on the Transaction of such event.

Scheduled Ex-Dividend Dates: As specified in Schedule I

Relevant Dividend Period: The period from, and including, the Trade Date for the Transaction to, and including, the later of (i) the fifth Scheduled Trading Day following the Scheduled Valuation Date for the Transaction and (ii) the last day of any Buyer Settlement Valuation Period for the Transaction.

Method of Adjustment: Calculation Agent Adjustment

EXTRAORDINARY EVENTS:

Consequences of Merger Events:

Share-for-Share: Modified Calculation Agent Adjustment

Share-for-Other: Cancellation and Payment

Share-for-Combined: Component Adjustment

Tender Offer: Applicable

Consequences of Tender Offers:

Share-for-Share: Modified Calculation Agent Adjustment

Share-for-Other: Modified Calculation Agent Adjustment

Share-for-Combined: Modified Calculation Agent Adjustment

New Shares: In the definition of New Shares in Section 12.1(i) of the Equity Definitions, the text in clause (i) thereof shall be deleted in its entirety and replaced with "publicly quoted, traded or listed on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors)".

Composition of Combined Consideration:

Not Applicable

Nationalization, Insolvency or Delisting:

Cancellation and Payment; provided that, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall thereafter be deemed to be the Exchange.

ADDITIONAL DISRUPTION EVENTS:

Change in Law:	Applicable; provided that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase “the interpretation” in the third line thereof with the phrase “, or announcement or statement of, the formal or informal interpretation”, (ii) replacing the word “Shares” where it appears in clause (X) thereof with the words “Hedge Position” and (iii) adding the words “, or holding, acquiring or disposing of Shares or any Hedge Position relating to,” after the word “under” in clause (Y) thereof; provided further that (i) any determination as to whether (A) the adoption of or any change in any applicable law or regulation (including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute) or (B) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), in each case, constitutes a “Change in Law” shall be made without regard to Section 739 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, and (ii) Section 12.9(a)(ii) of the Equity Definitions is hereby amended by replacing the parenthetical beginning after the word “regulation” in the second line thereof the words “(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute)”.
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Not Applicable
Increased Cost of Hedging:	Not Applicable
Loss of Stock Borrow:	Applicable
Maximum Stock Loan Rate:	As specified in Schedule I
Increased Cost of Stock Borrow:	Applicable
	Initial Stock Loan Rate: As specified in Schedule I
Determining Party:	For all applicable events, COUNTERPARTY; provided that, when making any determination, adjustment or calculation as Determining Party, it will do so in good faith and in a commercially reasonable manner. Upon receipt of written request from the Issuer following any determination, adjustment or calculation made by Determining Party hereunder, Determining Party shall, with reasonable promptness (but in any event within five (5) Scheduled Trading Days from the receipt of such request), provide the Issuer with a written explanation and report (in a commonly used file format for the storage and manipulation of data) describing, in reasonable detail, such determination, adjustment or calculation (including, as applicable, any quotations, market data, information from internal sources used in making such determination, adjustment or calculation, descriptions of the methodology and any assumptions and basis used in making such determination, adjustment or calculation), it being understood that the Determining Party shall not be obligated to disclose any proprietary or confidential models or proprietary or confidential information used by it for such determination, adjustment or calculation.
Hedging Party:	For all applicable events, COUNTERPARTY; provided that, when making any determination, adjustment or calculation as Hedging Party, it will do so in good faith and in a commercially reasonable manner. Upon receipt of written request from the Issuer following any determination, adjustment or calculation made by Hedging Party hereunder, the Hedging Party shall, with reasonable promptness (but in any event within five (5) Scheduled Trading Days from the receipt of such request), provide the Issuer with a written explanation and report (in a commonly used file format for the storage and manipulation of data) describing, in reasonable detail, such determination, adjustment or calculation (including, as applicable, any quotations, market data, information from

internal sources used in making such determination, adjustment or calculation, descriptions of the methodology and any assumptions and basis used in making such determination, adjustment or calculation), it being understood that the Hedging Party shall not be obligated to disclose any proprietary or confidential models or proprietary or confidential information used by it for such determination, adjustment or calculation.

Non-Reliance: Applicable

Agreements and Acknowledgments

Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

Hedging Adjustments: Whenever the Calculation Agent is called upon to make a determination, calculation or adjustment pursuant to the terms of this Confirmation or the Equity Definitions to take into account the effect of an event, the Calculation Agent shall make such determination, calculation or adjustment by reference to the effect of such event on COUNTERPARTY with the Calculation Agent assuming that COUNTERPARTY maintains a commercially reasonable Hedge Position in respect of the Transaction.

3. Calculation Agent: COUNTERPARTY; provided that, when making any determination, adjustment or calculation as Calculation Agent, it will do so in good faith and in a commercially reasonable manner. Upon receipt of written request from the Issuer following any determination, adjustment or calculation made by the Calculation Agent hereunder, the Calculation Agent shall, with reasonable promptness (but in any event within five (5) Scheduled Trading Days from the receipt of such request), provide the Issuer with a written explanation and report (in a commonly used file format for the storage and manipulation of data) describing, in reasonable detail, such determination, adjustment or calculation (including, as applicable, any quotations, market data, information from internal sources used in making such determination, adjustment or calculation, descriptions of the methodology and any assumptions and basis used in making such determination, adjustment or calculation), it being understood that the Calculation Agent shall not be obligated to disclose any proprietary or confidential models or proprietary or confidential information used by it for such determination, adjustment or calculation.

4. Account Details and Notices:

(a) Account for delivery of Shares to Issuer:

[]

(b) Account for payments to Issuer:

[]

(c) Account for payments and delivery of Shares to COUNTERPARTY:

To be provided separately.

(d) For purposes of this Confirmation:

(i) Address for notices or communications to Issuer:

[]

(ii) Address for notices or communications to COUNTERPARTY:

[]

5. Amendments to the Equity Definitions.

(a) Section 11.2(a) of the Equity Definitions is hereby amended by deleting the words "a diluting or concentrative effect on the theoretical value of the relevant Shares" and replacing them with the words "a material economic effect on the Shares or the relevant Transaction".

(b) The first sentence of Section 11.2(c) of the Equity Definitions, prior to clause (A) thereof, is hereby amended to read as follows: '(c) If "Calculation Agent Adjustment" is specified as the Method of Adjustment in the related Confirmation of a Share Option Transaction or Share Forward Transaction, then, following the announcement or occurrence of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a material economic effect on the Transaction and, if so, will (i) make appropriate adjustment(s), if any, to any one or more of:' and the

portion of such sentence immediately preceding clause (ii) thereof is hereby amended by deleting the words “diluting or concentrative” and the words “(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share)” and replacing such latter phrase with the words “(including adjustments to account for changes in volatility, stock loan rate or liquidity relevant to the Shares or to the Transaction)”.

- (c) Section 11.2(e)(vii) of the Equity Definitions is hereby amended by deleting the words “diluting or concentrative effect on the theoretical value of the relevant Shares” and replacing them with the words “material economic effect on the Shares or the relevant Transaction”.
- (d) The definition of “Announcement Date” in Section 12.1(l) of the Equity Definitions is hereby amended by (a) replacing the words “a firm” with the word “any” in the fourth lines thereof, (b) replacing the word “leads to the” with the words “, if completed, would lead to a” in the fifth line thereof, (c) replacing the words “voting shares” with the word “, voting power or Shares” in the fifth line thereof, (d) inserting the words “by any entity” after the word “announcement” in the fourth line thereof and (e) inserting the words “or to explore the possibility of purchasing or otherwise obtaining” after the word “obtain” in the fourth line thereof;
- (e) Section 12.3(d) of the Equity Definitions shall each be amended by replacing each occurrence of the words “Tender Offer Date” by “Announcement Date.”
- (f) Section 12.6(c)(ii) of the Equity Definitions is hereby amended by replacing the words “the Transaction will be cancelled,” in the first line with the words “COUNTERPARTY will have the right to cancel the Transaction,”.
- (g) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by (A) deleting (1) subsection (A) in its entirety, (2) the phrase “or (B)” following subsection (A) and (3) the phrase “in each case” in subsection (B); and (B) replacing the phrase “neither the Non-Hedging Party nor the Lending Party lends Shares” with the phrase “such Lending Party does not lend Shares” in the penultimate sentence.
- (h). Section 12.9(b)(v) of the Equity Definitions is hereby amended by (A) adding the word “or” immediately before subsection “(B)” and deleting the comma at the end of subsection (A); and (B)(1) deleting subsection (C) in its entirety, (2) deleting the word “or” immediately preceding subsection (C) and (3) replacing in the penultimate sentence the words “either party” with “the Hedging Party” and (4) deleting clause (X) in the final sentence.

6. Alternative Termination Settlement.

In the event that (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to the Transaction or (b) the Transaction is cancelled or terminated upon the occurrence of an Extraordinary Event (except as a result of (i) a Nationalization, Insolvency or Merger Event in which the consideration to be paid to holders of Shares consists solely of cash, (ii) a Merger Event or Tender Offer that is within Issuer’s control, or (iii) an Event of Default in which Issuer is the Defaulting Party or a Termination Event in which Issuer is the Affected Party other than an Event of Default of the type described in Section 5(a)(iii), (v), (vi), (vii) or (viii) of the Agreement or a Termination Event of the type described in Section 5(b) of the Agreement, in each case that resulted from an event or events outside Issuer’s control), if either party would owe any amount to the other party pursuant to Section 6(d)(ii) of the Agreement or any Cancellation Amount pursuant to Article 12 of the Equity Definitions (any such amount, a “**Payment Amount**”), then such payment shall be paid as set forth under the Agreement or Equity Definitions, as the case may be, unless Issuer makes an election to the contrary (which election shall be effective only if Issuer represents in writing to COUNTERPARTY that, as of the date of such election, Issuer is not in possession or otherwise aware of any material nonpublic information regarding Issuer or the Shares). no later than the Early Termination Date or the date on which such Transaction is terminated or cancelled, in which case Issuer or COUNTERPARTY, as the case may be, shall deliver to the other party a number of Shares (or a number of units, each comprising the number or amount of the securities or property that a hypothetical holder of one Share would receive in the case of a Nationalization, Insolvency or Merger Event, as the case may be (each such unit, an “**Alternative Delivery Unit**”)), with a value equal to the Payment Amount. In determining the number of Shares (or Alternative Delivery Units) required to be delivered under this provision, the Calculation Agent may take into account a number of factors, including, without limitation, the market price of the Shares (or Alternative Delivery Units) on the Early Termination Date or the date of early cancellation or termination, as the case may be. Additionally, (x) if such delivery is made by COUNTERPARTY, the Calculation Agent shall take into account the prices at which COUNTERPARTY purchases Shares (or Alternative Delivery Units) to fulfill its delivery obligations under this Section 6 and (y) if such delivery is made by the Issuer, the Calculation Agent shall apply a commercially reasonable illiquidity discount and take into account any commercially reasonable carrying charges and expenses incurred in connection with the restricted status of such Shares under applicable securities laws.

7. Special Provisions for Acquisition Transaction Announcements.

- (a) If an Acquisition Transaction Announcement occurs on or prior to the final Valuation Date, then the Calculation Agent shall make such adjustments to the exercise, settlement, payment or any other terms of the Transaction as the Calculation Agent determines appropriate (including, without limitation and for the avoidance of doubt, adjustments that would allow the Settlement Amount to be less than zero), at such time or at multiple times as the Calculation Agent determines appropriate, to account for the material economic effect on the Transaction of such event (including adjustments to account for changes in volatility, stock loan rate, value of any commercially reasonable Hedge Positions in connection with the Transaction and liquidity relevant to the Shares or to such Transaction). If an Acquisition Transaction Announcement occurs after the Trade Date but prior to the Lock-Out Date, the Lock-Out Date shall be deemed to be the date of such Acquisition Transaction Announcement.
- (b) **“Acquisition Transaction Announcement”** means (i) the announcement of an Acquisition Transaction, (ii) an announcement that Issuer or any of its affiliates or subsidiaries or a Valid Third Party Entity or affiliate of the Valid Third Party Entity has entered into an agreement, a letter of intent or an understanding designed to result in an Acquisition Transaction, (iii) the announcement of the intention to solicit or enter into, or to explore strategic alternatives or other similar undertaking that may include, an Acquisition Transaction, (iv) any other announcement that in the reasonable judgment of the Calculation Agent may result in an Acquisition Transaction or (v) any announcement subsequent to an Acquisition Transaction Announcement relating to an amendment, extension, withdrawal or other change to the subject matter of a prior Acquisition Transaction Announcement. For the avoidance of doubt, the term “announcement” as used in the definition of Acquisition Transaction Announcement refers to any public statement and/or any announcement related to an Acquisition Transaction, whether made by Issuer, any affiliate or subsidiary of the Issuer or any Valid Third Party Entity or affiliate of a Valid Third Party Entity. **“Valid Third Party Entity”** means, in respect of any transaction, any third party that has a bona fide intent to enter into or consummate such transaction, as determined by the Calculation Agent in good faith in a commercially reasonable manner (it being understood and agreed that in determining whether such third party has such a bona fide intent, the Calculation Agent may take into consideration the effect of the relevant announcement by such third party on the Shares and/or options relating to the Shares).
- (c) **“Acquisition Transaction”** means (i) any Merger Event (for purposes of this definition, the definition of Merger Event shall be read with the references therein to “100%” being replaced by “15%” and to “50%” by “75%” and without reference to the clause beginning immediately following the definition of Reverse Merger therein to the end of such definition), Tender Offer or Merger Transaction (as defined below) or any other transaction involving the merger of Issuer with or into any third party, (ii) the sale or transfer of all or substantially all of the assets or liabilities of Issuer, (iii) a recapitalization, reclassification, binding share exchange or other similar transaction, (iv) any acquisition, lease, exchange, transfer, disposition (including by way of spin-off or distribution) of assets or liabilities (including any capital stock or other ownership interests in subsidiaries) or other similar event by Issuer or any of its subsidiaries where the aggregate consideration transferable or receivable by or to Issuer or its subsidiaries exceeds 25% of the market capitalization of Issuer and (v) any transaction with respect to which Issuer or its board of directors has a legal obligation to make a recommendation to its shareholders in respect of such transaction (whether pursuant to Rule 14e-2 under the Exchange Act or otherwise).

8. COUNTERPARTY Adjustments.

In the event that COUNTERPARTY reasonably determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by COUNTERPARTY, and including, without limitation, Rule 10b-18, Rule 10b-5, Regulations 13D-G and Regulations 14D-E, each under the Exchange Act), for COUNTERPARTY to refrain from purchasing Shares or engaging in other market activity or to purchase fewer than the number of Shares or to engage in fewer or smaller other market transactions than COUNTERPARTY would otherwise purchase or engage in (such determination, a **“Regulatory Disruption”**) on any Scheduled Trading Day(s) on or prior to the conclusion of the Potential Purchase Period (as defined below), then COUNTERPARTY may, in its discretion, elect that a Market Disruption Event shall be deemed to have occurred and will be continuing on any such Scheduled Trading Day(s) and each such Scheduled Trading Day shall be a Disrupted Day (subject to “Market Disruption Event” above).

9. Covenants.

Issuer covenants and agrees that:

- (a) Until the end of the Potential Purchase Period (as defined below), neither it nor any of its affiliated purchasers (as defined in Rule 10b-18 under the Exchange Act, “**Rule 10b-18**”) shall directly or indirectly (which shall be deemed to include the writing or purchase of any cash-settled or other derivative transaction which references Shares or structured Share repurchase or other derivative with a hedging period, calculation period or settlement valuation period or similar period that overlaps with the Transaction) purchase, offer to purchase, place any bid or limit order relating to a purchase of or commence any tender offer relating to Shares (or any security convertible into or exchangeable for Shares) without the prior written approval of COUNTERPARTY or take any other action that would cause the purchase by COUNTERPARTY of any Shares in connection with this Confirmation not to qualify for the safe harbor provided in Rule 10b-18 under the Exchange Act (assuming for the purposes of this paragraph that such safe harbor were otherwise available for such purchases). “**Potential Purchase Period**” means the period from, and including, the Trade Date to, and including, the latest of (i) the last day of any Buyer Settlement Valuation Period, (ii) the earlier of (A) the date five Exchange Business Days immediately following the last day of the Calculation Period and (B) the Scheduled Valuation Date and (iii) if an Early Termination Date occurs or the Transaction is cancelled pursuant to Article 12 of the Equity Definitions, a date determined by COUNTERPARTY in its commercially reasonable discretion and communicated to Issuer no later than the Exchange Business Day immediately following such date (or, in the absence of such communication, the date that is five Exchange Business Days immediately following such date).
- (b) It will comply with all laws, rules and regulations applicable to it (including, without limitation, the Securities Act of 1933 (the “**Securities Act**”) and the Exchange Act) in connection with the transactions contemplated by this Confirmation.
- (c) Without limiting the generality of Section 13.1 of the Equity Definitions, it is not relying, and has not relied, upon COUNTERPARTY or any of its representatives or advisors with respect to the legal, accounting, tax or other implications of this Confirmation and that it has conducted its own analyses of the legal, accounting, tax and other implications of this Confirmation, and that COUNTERPARTY and its affiliates may from time to time effect transactions for their own account or the account of customers and hold positions in securities or options on securities of Issuer and that COUNTERPARTY and its affiliates may continue to conduct such transactions during the term of this Confirmation. Without limiting the generality of the foregoing, Issuer acknowledges that COUNTERPARTY is not making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, Earnings Per Share, ASC Topic 815, Derivatives and Hedging, or ASC Topic 480, Distinguishing Liabilities from Equity and ASC 815-40, Derivatives and Hedging – Contracts in Entity’s Own Equity (or any successor issue statements) or under FASB’s Liabilities & Equity Project.
- (d) Neither it nor any affiliates shall take any action that would cause a restricted period (as defined in Regulation M under the Exchange Act (“**Regulation M**”)) to be applicable to any purchases of Shares, or of any security for which Shares is a reference security (as defined in Regulation M), by Issuer or any affiliated purchasers (as defined in Regulation M) of Issuer during the Potential Purchase Period.
- (e) It will not during the term of the Transaction make, or, to the extent within its control, permit to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the open or after the close of the regular trading session on the Exchange for the Shares. “**Merger Transaction**” means any merger, acquisition or similar transaction involving a recapitalization of Issuer as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act. Issuer acknowledges that any such public announcement may trigger the provision set forth in Section 8 above.
- (f) Not later than 7:00 AM New York City time on the day following the announcement of a Merger Transaction, Issuer shall provide COUNTERPARTY with written notice, which notice shall specify (i) the nature of such announcement; (ii) Issuer’s average daily “Rule 10b-18 purchases” as defined in Rule 10b-18 during the three full calendar months immediately preceding such announcement and (iii) the number of Shares purchased pursuant to the block purchase proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the date of such announcement. Such written notice shall be deemed to be a certification by Issuer to COUNTERPARTY that such information is true and correct. Issuer understands that COUNTERPARTY will use this information in calculating the trading volume for purposes of Rule 10b-18. In addition, Issuer shall promptly provide written notice to

COUNTERPARTY of the occurrence of the completion of such transaction or the completion of the vote by target shareholders related to such transaction. Issuer acknowledges that its delivery of such notices must comply with the standards set forth in Section 10(c) below.

- (g) (A) Any Shares or Alternative Delivery Units delivered to COUNTERPARTY may be transferred by and among COUNTERPARTY and its affiliates and Issuer shall effect such transfer without any further action by COUNTERPARTY and (B) after the period of 6 months from the date that Issuer elects to deliver any Shares or Alternative Delivery Units pursuant to the terms of this Transaction (or no later than 1 year from such date, if at the time of COUNTERPARTY's or its affiliate's request, informational requirements of Rule 144 under the Securities Act are not satisfied with respect to Issuer) has elapsed in respect of any such election to deliver Shares or Alternative Delivery Units to COUNTERPARTY, Issuer shall promptly remove, or cause the transfer agent for such Shares or Alternative Delivery Units to remove, any legends referring to any restrictions or requirements related to any applicable securities laws upon request by COUNTERPARTY (or such affiliate of COUNTERPARTY) to Issuer or such transfer agent, without any requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by COUNTERPARTY (or such affiliate of COUNTERPARTY). Notwithstanding anything to the contrary herein, to the extent the provisions of Rule 144 of the Securities Act or any successor rule are amended, or the applicable interpretation thereof by the Securities and Exchange Commission or any court change after the Trade Date, the agreements of Issuer herein shall be deemed modified to the extent necessary, as determined by COUNTERPARTY, to comply with Rule 144 of the Securities Act, as in effect at the time of delivery of the relevant Shares or Alternative Delivery Units.

10. Representations, Warranties, Acknowledgments, and Agreements.

- (a) Issuer hereby represents and warrants to COUNTERPARTY on the date hereof and on and as of the Initial Share Delivery Date that:
- (i) None of Issuer and its officers and directors is aware of any material nonpublic information regarding Issuer or the Shares, and is entering into, and shall act during the term of, the Transaction in good faith and not as part of a plan or scheme to evade the prohibitions of federal securities laws, including, without limitation, Rule 10b-5 under the Exchange Act and (B) Issuer agrees not to alter or deviate from the terms of this Confirmation or enter into or alter a corresponding or hedging transaction or position with respect to the Shares (including, without limitation, with respect to any securities convertible or exchangeable into the Shares) during the term of this Confirmation. Without limiting the generality of the foregoing, all reports and other documents filed by Issuer with the Securities and Exchange Commission pursuant to the Exchange Act when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.
 - (ii) The transactions contemplated by this Confirmation have been authorized under Issuer's publicly announced program to repurchase Shares prior to the Trade Date.
 - (iii) Issuer is not entering into the Transaction or making any election hereunder to facilitate a distribution of the Shares (or any security convertible into or exchangeable for Shares) or in connection with a future issuance of securities.
 - (iv) Issuer is not entering into the Transaction or making any election hereunder to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress the price of the Shares (or any security convertible into or exchangeable for Shares) in violation of the federal securities laws.
 - (v) There have been no purchases of Shares in Rule 10b-18 purchases of blocks pursuant to the once-a-week block exception contained in Rule 10b-18(b)(4) by or for Issuer or any of its affiliated purchasers during each of the four calendar weeks preceding the Trade Date and during the calendar week in which the Trade Date occurs ("Rule 10b-18 purchase", "blocks" and "affiliated purchaser" each as defined in Rule 10b-18).
 - (vi) Issuer is as of the date hereof, the Prepayment Date, any Buyer Election Date and any Buyer Cash Settlement Payment Date, and after giving effect to the transactions contemplated hereby will be, Solvent. As used in this paragraph, the term "**Solvent**" means, with respect to a particular date, that on such date (A) the present fair market value (or present fair saleable value) of the

assets of Issuer is not less than the total amount required to pay the liabilities of Issuer on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (B) Issuer is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (C) assuming consummation of the transactions as contemplated by this Confirmation, Issuer is not incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature, (D) Issuer is not engaged in any business or transaction, and does not propose to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which Issuer is engaged, (E) Issuer is not a defendant in any civil action that could reasonably be expected to result in a judgment that Issuer is or would become unable to satisfy, (F) Issuer is not "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**")) and (G) Issuer would be able to purchase Shares with an aggregate purchase price equal to the Prepayment Amount in compliance with the corporate laws of the jurisdiction of its incorporation.

- (vii) Issuer is not, and after giving effect to the transactions contemplated hereby will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.
- (viii) No state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to the Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of COUNTERPARTY or its affiliates owning or holding (however defined) Shares.
- (ix) Issuer (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least USD 50,000,000 as of the date hereof.
- (b) Issuer acknowledges and agrees that the Initial Shares may be sold short to Issuer. Issuer further acknowledges and agrees that COUNTERPARTY may purchase Shares in connection with the Transaction, which Shares may be used to cover all or a portion of such short sale or may be delivered to Issuer. Such purchases and any other market activity by COUNTERPARTY will be conducted independently of Issuer by COUNTERPARTY as principal for its own account. All of the actions to be taken by COUNTERPARTY in connection with the Transaction shall be taken by COUNTERPARTY independently and without any advance or subsequent consultation with Issuer.
- (c) It is the intent of the parties that the Transaction comply with the requirements of Rule 10b5-1(c)(1)(i)(B) of the Exchange Act, and the parties agree that this Confirmation shall be interpreted to comply with the requirements of such rule, and Issuer shall not take any action that results in the Transaction not so complying with such requirements. Without limiting the generality of the preceding sentence, Issuer acknowledges and agrees that (A) Issuer does not have, and shall not attempt to exercise, any influence over how, when or whether COUNTERPARTY effects any market transactions in connection with the Transaction and (B) neither Issuer nor its officers or employees shall, directly or indirectly, communicate any information regarding Issuer or the Shares to any employee of COUNTERPARTY or its Affiliates, other than employees identified by COUNTERPARTY to Issuer in writing as employees not responsible for executing market transactions in connection with the Transaction. Issuer also acknowledges and agrees that any amendment, modification, waiver or termination of this Confirmation must be effected in accordance with the requirements for the amendment or termination of a "plan" as defined in Rule 10b5-1(c) under the Exchange Act. Without limiting the generality of the foregoing, any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment, modification, waiver or termination shall be made at any time at which Issuer or any officer or director of Issuer is aware of any material nonpublic information regarding Issuer or the Shares.
- (d) Each of Issuer and COUNTERPARTY represents and warrants to the other that it is an "eligible contract participant" as defined in Section 1a(18) of the U.S. Commodity Exchange Act, as amended.
- (e) Each of Issuer and COUNTERPARTY acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) thereof. Accordingly, it represents and warrants to the other party that (i) it has the financial ability to bear the economic risk of its investment in the Transaction and is able to bear a total loss of its investment, (ii) it is

an “accredited investor” as that term is defined in Regulation D under the Securities Act, (iii) it is entering into the Transaction for its own account and without a view to the distribution or resale thereof and (iv) the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act and is restricted under this Confirmation, the Securities Act and state securities laws.

11. Acknowledgements of Issuer Regarding Hedging and Market Activity.

Issuer agrees, understands and acknowledges that:

- (a) During the period from (and including) the Trade Date to (and including) the Settlement Date, COUNTERPARTY and its Affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative transactions in order to establish, maintain or adjust its Hedge Position with respect to the Transaction.
- (b) COUNTERPARTY and its Affiliates also may be active in the market for the Shares or options, futures contracts, swaps or other derivative transactions relating to the Shares other than in connection with hedging activities in relation to the Transaction.
- (c) COUNTERPARTY shall make its own determination as to whether, when and in what manner any hedging or market activities in Issuer's securities or other securities or transactions shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Transaction.
- (d) Any such market activities of COUNTERPARTY and its Affiliates may affect the market price and volatility of the Shares, including the 10b-18 VWAP, the Forward Price, and the Buyer Settlement Price, each in a manner that may be adverse to Issuer.

12. Indemnification.

In the event that COUNTERPARTY becomes involved in any capacity in any action, proceeding or investigation brought by or against any person in connection with any matter related to this Confirmation or the Transaction, Issuer will reimburse COUNTERPARTY for its reasonable legal and other expenses (including the cost of any investigation and preparation) as incurred in connection therewith. Issuer also will indemnify and hold COUNTERPARTY harmless against any losses, claims, damages or liabilities (each and collectively “**Losses**”) to which it may become subject in connection with any matter related to this Confirmation or the Transaction. If for any reason the foregoing indemnification is unavailable to COUNTERPARTY or insufficient to hold it harmless, then Issuer shall contribute to the amount incurred by COUNTERPARTY as a result of such Losses in such proportion as is appropriate to reflect the relative fault of Issuer on one hand and COUNTERPARTY on the other hand with respect to such Losses and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of Issuer under this Section 12 shall be in addition to any liability that Issuer may otherwise have, shall extend upon the same terms and conditions to any Affiliate of COUNTERPARTY and the partners, directors, officers, agents, employees and controlling persons (if any), as the case may be, of COUNTERPARTY and any such Affiliate (each of such Affiliate, COUNTERPARTY or such person, a “**COUNTERPARTY Person**”) and shall be binding upon any successors or assigns of Issuer, and shall inure to the benefit of any successors, assigns, heirs and personal representatives of each COUNTERPARTY Person. Issuer also agrees that no COUNTERPARTY Person shall have any liability to Issuer for or in connection with any matter related to this Confirmation. Notwithstanding the foregoing, the reimbursement, indemnity, contribution and exculpation obligations of Issuer under this Section 12 shall not apply for the benefit of any person to the extent that any Losses or expenses incurred by such person result from the gross negligence or bad faith of such person in effecting the Transaction. The foregoing provisions shall survive any termination or completion of the Transaction. The foregoing reimbursement, indemnity and contribution obligations of Issuer shall be paid promptly in cash.

13. Other Provisions.

- (a) Issuer agrees and acknowledges that COUNTERPARTY is a “financial institution,” “financial participant” and “swap participant” within the meaning of Sections 101(22), 101(22A) and 101(53C) of the Bankruptcy Code. The parties hereto further agree and acknowledge that it is the intent of the parties that (A) this Confirmation is a “securities contract,” as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a “termination value,” “payment amount,” “offset or net out” or “other transfer obligation” within the meaning of Section 362(b) of the Bankruptcy Code and a “settlement payment,” within the meaning of Section 546(e) of the Bankruptcy Code, (B) this Confirmation is a “swap agreement,” as such term is defined in Section 101(53B) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a “transfer” within the meaning of Section 546(g) of the Bankruptcy Code, (C) the rights given to COUNTERPARTY under this Confirmation and under the Agreement upon the occurrence of an Event of Default with respect Issuer constitute “contractual rights” to cause the liquidation, termination or acceleration of or the offset or net out termination values under or in connection with a

“securities contract” and a “swap agreement”, (D) this Confirmation is a “master netting agreement” as defined in 101(38A) of the Bankruptcy Code and (E) COUNTERPARTY is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(b)(17), 362(o), 546(e), 546(g), 548(d)(2), 555, 560, and 561 of the Bankruptcy Code and .

- (b) COUNTERPARTY acknowledges and agrees that this Confirmation is not intended to convey to COUNTERPARTY rights against Issuer with respect to the Transaction that are senior to the claims of common stockholders of Issuer in any United States bankruptcy proceedings of Issuer; *provided* that nothing herein shall limit or shall be deemed to limit COUNTERPARTY’s right to pursue remedies in the event of a breach by Issuer of its obligations and agreements with respect to the Transaction; *provided further* that nothing herein shall limit or shall be deemed to limit COUNTERPARTY’s rights in respect of any transactions other than this Transaction.
- (c) Notwithstanding any provision of this Confirmation or any other agreement between the parties to the contrary, neither the obligations of Issuer nor the obligations of COUNTERPARTY hereunder are secured by any collateral, security interest, pledge or lien.
- (d) each party waives any and all rights it may have to set off obligations arising under the Agreement and the Transaction against other obligations between the parties, whether arising under any other agreement, applicable law or otherwise.
- (e) Notwithstanding anything to the contrary herein, COUNTERPARTY may, by prior notice to Issuer, satisfy its obligation to deliver any Shares or other securities on any date due (an “**Original Delivery Date**”) by making separate deliveries of Shares or such securities, as the case may be, at more than one time on or prior to such Original Delivery Date, so long as the aggregate number of Shares and other securities so delivered on or prior to such Original Delivery Date is equal to the number required to be delivered on such Original Delivery Date. Any Shares delivered pursuant to this provision shall be included in the calculation of the Settlement Amount.
- (f) It shall constitute an Additional Termination Event with respect to which the Transaction is the sole Affected Transaction and Issuer is the sole Affected Party if, at any time on or prior to the final Valuation Date, the price per Share on the Exchange, as determined by the Calculation Agent, is at or below the Threshold Price (as specified in Schedule I).

14. Share Caps.

Notwithstanding any other provision of this Confirmation or the Agreement to the contrary, in no event shall Issuer be required to deliver to COUNTERPARTY in the aggregate a number of Shares that exceeds the Share Cap as of the date of delivery (as specified in Schedule I). Notwithstanding anything to the contrary in this Confirmation, in no event shall COUNTERPARTY be required to deliver any Shares in excess of the Maximum Number of Shares (as specified in Schedule I).

15. Transfer and Assignment.

COUNTERPARTY may transfer or assign its rights and obligations hereunder and under this Confirmation, in whole or in part, to any of its Affiliates of equivalent credit quality (or whose obligations are guaranteed by an entity of equivalent credit quality) without the consent of Issuer.

16. Principal Version of Incorporation by Reference Rider.

The parties agree that (i) to the extent that prior to the date hereof both parties have adhered to the 2018 ISDA U.S. Resolution Stay Protocol (the “Protocol”), the terms of the Protocol are incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a Protocol Covered Agreement and each party shall be deemed to have the same status as Regulated Entity and/or Adhering Party as applicable to it under the Protocol; (ii) to the extent that prior to the date hereof the parties have executed a separate agreement the effect of which is to amend the qualified financial contracts between them to conform with the requirements of the QFC Stay Rules (the “Bilateral Agreement”), the terms of the Bilateral Agreement are incorporated into and form a part of this Agreement and each party shall be deemed to have the status of “Covered Entity” or “Counterparty Entity” (or other similar term) as applicable to it under the Bilateral Agreement; or (iii) if clause (i) and clause (ii) do not apply, the terms of Section 1 and Section 2 and the related defined terms (together, the “Bilateral Terms”) of the form of bilateral template entitled “Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)” published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org and, a copy of which is available upon request), the effect of which is to amend the qualified financial contracts between the parties thereto to conform with the requirements of the QFC Stay Rules, are hereby incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a “Covered Agreement,” COUNTERPARTY shall be deemed a “Covered Entity” and Issuer shall be deemed a “Counterparty Entity.” In the event that, after the date of this Agreement, both parties hereto become adhering parties to the Protocol, the terms of the Protocol will replace the terms of this paragraph . In the event of any

inconsistencies between this Agreement and the terms of the Protocol, the Bilateral Agreement or the Bilateral Terms (each, the “QFC Stay Terms”), as applicable, the QFC Stay Terms will govern. Terms used in this paragraph without definition shall have the meanings assigned to them under the QFC Stay Rules. For purposes of this paragraph, references to “this Agreement” include any related credit enhancements entered into between the parties or provided by one to the other. In addition, the parties agree that the terms of this paragraph shall be incorporated into any related covered affiliate credit enhancements, with all references to Morgan Stanley replaced by references to the covered affiliate support provider.

“QFC Stay Rules” means the regulations codified at 12 C.F.R. 252.2, 252.81–8, 12 C.F.R. 382.1-7 and 12 C.F.R. 47.1-8, which, subject to limited exceptions, require an express recognition of the stay-and-transfer powers of the FDIC under the Federal Deposit Insurance Act and the Orderly Liquidation Authority under Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act and the override of default rights related directly or indirectly to the entry of an affiliate into certain insolvency proceedings and any restrictions on the transfer of any covered affiliate credit enhancements.

17. Governing Law; Jurisdiction; Waiver.

THIS CONFIRMATION AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS CONFIRMATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS. NOTHING IN THIS PROVISION SHALL PROHIBIT A PARTY FROM BRINGING AN ACTION TO ENFORCE A MONEY JUDGMENT IN ANY OTHER JURISDICTION.

EACH PARTY HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTION OR THE ACTIONS OF THE OTHER PARTY OR THE OTHER PARTY’S AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and returning it to us.

Confirmed as of the date first written above:

SENSATA TECHNOLOGIES HOLDING PLC COUNTERPARTY

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE I

For the purposes of the Transaction, the following terms shall have the following values or meanings:

Trade Date:	[]
Prepayment Date:	[]
Initial Share Delivery Date:	[]
Calculation Period Start Date:	[]
Calculation Dates:	[Each Scheduled Trading Day during the Calculation Period.][Each [] Scheduled Trading Day [from and including the Calculation Period Start Date, through and including the Lock-Out Date] [commencing with [the [] Scheduled Trading Day immediately following] the Calculation Period Start Date, through and including the Lock-Out Date.]
Scheduled Valuation Date:	[]
Lock-Out Date:	[]
Prepayment Amount:	USD []
Discount:	USD []
Initial Shares:	[] Shares; <i>provided that</i> if, in connection with the Transaction, COUNTERPARTY is unable, after using commercially reasonable efforts, to borrow or otherwise acquire a number of Shares equal to the Initial Shares for delivery to Issuer on the Initial Share Delivery Date, the Initial Shares delivered on the Initial Share Delivery Date shall be reduced to such number of Shares that COUNTERPARTY is able to so borrow or otherwise acquire, and thereafter COUNTERPARTY shall continue to use commercially reasonable efforts to borrow or otherwise acquire a number of Shares, at a stock borrow cost no greater than the Initial Stock Loan Rate, equal to the shortfall in the Initial Share Delivery and to deliver such additional Shares as soon as reasonably practicable. All Shares delivered to Issuer in respect of the Transaction pursuant to this paragraph shall be the "Initial Shares" for purposes of "Settlement Amount."
Buyer Share Settlement Percentage:	105%
Ordinary Dividend Amount:	USD [] For any Dividend with an ex-dividend date occurring on or after the Scheduled Valuation Date: USD 0.00
Scheduled Ex-Dividend Dates:	[]
The occurrence of a Buyer Election Date, if any, shall be a Scheduled Ex-Dividend Date.	
Threshold Price:	USD []
Floor Price:	USD 0.01
Initial Stock Loan Rate:	[25] bps.
Maximum Stock Loan Rate:	[200] bps.
Share Cap:	As of any date, [] Shares
Maximum Number of Shares:	[Half the outstanding Shares]



SENSATA TECHNOLOGIES HOLDING PLC
529 PLEASANT ST.
ATTLEBORO, MA 02703



SCAN TO
VIEW MATERIALS & VOTE



VOTE BY INTERNET - www.proxyvote.com or scan the QR Barcode above

Use the Internet to transmit your voting instructions and for electronic delivery of information. Vote by 11:59 p.m. Eastern Time on June 10, 2024. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

ELECTRONIC DELIVERY OF FUTURE PROXY MATERIALS

If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

VOTE BY PHONE - 1-800-690-6903

Use any touch-tone telephone to transmit your voting instructions up until 11:59 p.m. Eastern Time on June 10, 2024. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717 before June 10, 2024.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS: x

V37595-P04849

KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

SENSATA TECHNOLOGIES HOLDING PLC

The Board of Directors recommends you vote FOR the following:

1. Election of Directors

Nominees:

1a. Andrew C. Teich

For Against Abstain

1b. John P. Absmeier

1c. Daniel L. Black

1d. Lorraine A. Bolsinger

1e. John Mirshekari

1f. Constance E. Skidmore

1g. Steven A. Sonnenberg

1h. Martha N. Sullivan

1i. Jugal Vijayvargiya

1j. Stephen M. Zide

For Against Abstain

For Against Abstain

For Against Abstain

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For Against Abstain

For Against Abstain

5. Ordinary resolution to appoint Deloitte LLP as the Company's U.K. statutory auditor

6. Ordinary resolution to authorize the Audit Committee, for and on behalf of the Board, to determine the Company's U.K. statutory auditor's reimbursement

7. Ordinary resolution to receive the Company's 2023 Annual Report and Accounts

8. Special resolution to approve the form of share repurchase contracts and repurchase counterparties

9. Ordinary resolution to authorize the Board of Directors to issue equity securities

10. Special resolution to authorize the Board of Directors to issue equity securities without pre-emptive rights

11. Ordinary resolution to authorize the Board of Directors to issue equity securities under our equity incentive plans

12. Special resolution to authorize the Board of Directors to issue equity securities under our equity incentive plans without pre-emptive rights

For Against Abstain

For Against Abstain

For Against Abstain

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For Against Abstain

For Against Abstain

The Board of Directors recommends you vote FOR proposals 2 through 12.

2. Advisory resolution to approve executive compensation

For Against Abstain

3. Ordinary resolution to ratify the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm

For Against Abstain

4. Advisory resolution on Director Compensation Report

For Against Abstain

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]

Date

Signature (Joint Owners)

Date

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:
The Notice and Proxy Statement and Annual Report are available at www.proxyvote.com.

V37596-P04849

SENSATA TECHNOLOGIES HOLDING PLC
PROXY
Annual General Meeting of Shareholders
June 11, 2024

This proxy is solicited on behalf of the Board of Directors

The undersigned shareholder of Sensata Technologies Holding plc hereby constitutes and appoints each of Brian Roberts and David Stott as the attorney and proxy of the undersigned, with full power of substitution and revocation, to vote for and in the name, place, and stead of the undersigned at the 2024 Annual General Meeting of Shareholders of Sensata Technologies Holding plc (the "Company"), to be held on June 11, 2024, beginning at 10:00 a.m. Eastern Time, at the Company's United States headquarters located at 529 Pleasant Street, Attleboro, MA 02703, and at any adjournments or postponements thereof, the number of votes the undersigned would be entitled to cast if present. The Notice of Meeting, proxy statement and proxy card are available at <http://annualmeeting.sensata.com> for viewing purposes only.

WHEN PROPERLY EXECUTED, THIS PROXY WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED SHAREHOLDER. IF NO DIRECTION IS MADE, THIS PROXY WILL BE VOTED FOR THE ELECTION OF DIRECTORS AS RECOMMENDED BY THE BOARD AND FOR EACH OF THE PROPOSALS (2) THROUGH (12).

Continued and to be signed on reverse side