

SCHEDULE 5
DRAFT WITHDRAWAL APPLICATION FORM

I GENERAL INFORMATION

During the extraordinary general meeting (EGM) of shareholders of Sensata Technologies Holding N.V. (**Sensata-NL**) held on [●] 2018 it was resolved that Sensata-NL will merge with and into Sensata Technologies Holding plc (**Sensata-UK**) if and when certain conditions will be met (**Merger**).

Any shareholder of Sensata-NL that voted against the Merger has the right to elect not to become a shareholder of Sensata-UK (**Withdrawal Right**) and file a request for compensation with Sensata-NL (**Withdrawing Application**) in accordance with article 2:333h paragraph 1 of the Dutch Civil Code (such shareholder being a **Withdrawing Shareholder**) within one month after the EGM.

A Withdrawing Shareholder can only make use of the Withdrawal Right for its shares in Sensata-NL that such Withdrawing Shareholder (i) held at the record date for the EGM and for which such Withdrawing Shareholder voted against the resolution to approve the joint merger proposal as drawn up by the board of directors of Sensata-NL and Sensata-UK (**Merger Proposal**) and resolve upon and give effect to the Merger (**Merger Resolution**) and (ii) still holds at the time of the Withdrawal Application and immediately prior to the Merger becoming effective (**Exit Shares**). A shareholder of Sensata-NL who has voted in favor of the Merger Resolution at the EGM, abstained from voting, or who was not present or represented at the EGM, does not have a Withdrawal Right. Broker non-votes will be treated as abstentions for the purpose of determining whether a shareholder is eligible to exercise its Withdrawal Right.

IMPORTANT NOTE

Shareholders that voted against the Merger must consider separately whether to exercise their statutory Withdrawal Rights. An election to exercise the Withdrawal Right will restrict the shareholder's ability to trade its Sensata-NL shares on the stock exchange. The cash compensation will be determined on the basis of the average closing price per Sensata-NL share provided on a daily basis by the New York Stock Exchange over a period of the last twenty (20) trading days immediately prior to the date the merger becomes effective. On payments of cash compensation, dividend withholding tax at a rate of 15% will generally be withheld if and to the extent that such payments exceed the average capital recognized as paid-up on the relevant shares for Dutch dividend withholding tax purposes. A further explanation of the Merger, the Withdrawal Right and dividend withholding tax is given in the Merger Proposal, which can be found on the website of Sensata-NL (www.sensata.com). Instead of exercising the Withdrawal Right, shareholders not willing to become a shareholder of Sensata-UK may sell their Sensata-UK shares on the stock exchange at any time prior to the effective time of the Merger.

II INFORMATION WITHDRAWING SHAREHOLDER

Name of the Withdrawing Shareholder: _____

Address of the Withdrawing Shareholder: _____

Number of Exit Shares for which the
Withdrawal Right is exercised: _____

Details of bank account for payment of the cash compensation after effectuation of the Merger:

Foreign

IBAN: _____

Name of holder: _____

BIC code: _____

Name of bank: _____

City; country: _____

US

ABA routing number: _____

Bank name: _____

Account number: _____

Name on account: _____

The Withdrawing Shareholder declares, states, confirms, undertakes and acknowledges the following:

- (i) The Withdrawing Shareholder is the current holder of the Exit Shares and the Exit Shares were held by the Withdrawing Shareholder on [●], which date served as the record date for the exercise of voting rights at the EGM (**Record Date**);
- (ii) At the EGM, the Withdrawing Shareholder voted on all the Exit Shares against the Merger Resolution;
- (iii) The Withdrawing Shareholder agrees and consents to Sensata-NL and its agents to undertake all appropriate actions necessary to (i) verify that the Withdrawing Shareholder has voted against the Merger Resolution and (ii) confirm the Withdrawing Shareholder's ownership of Sensata-NL shares at the time of the Withdrawal Application and immediately prior the Merger becoming effective. The Withdrawing Shareholder hereby explicitly and irrevocably waives any and all rights that he/she may have to the confidential maintenance of his/her voting or share ownership records with respect to the Sensata-NL shares;

- (iv) The Withdrawing Shareholder has taken notice of the Merger Proposal, including paragraph 10, which describes the procedure for the exercise of the Withdrawal Right and the terms for determination and payment of the cash compensation;
- (v) The Withdrawing Shareholder agrees with the method for determining the cash compensation for the Exit Shares pursuant to article 41 of the articles of association of Sensata-NL; and
- (vi) The Withdrawing Shareholder will continue to hold and not sell, transfer or dispose of or enter into any agreement to sell, transfer or dispose of the Exit Shares until the earlier of (i) the Merger becoming effective (as a result of which the Exit Shares will cease to exist) and (ii) such earlier date as Sensata-NL or Sensata-UK may publicly announce that the Merger will not be effectuated. This period is necessary to allow Sensata-NL to facilitate implementation of the intended legal effect of the Withdrawing Shareholders' irrevocable application (i.e. that at the Merger, the Exit Shares will be exchanged for cash compensation in lieu of Sensata-UK shares).

III VOTING AND SHARE OWNERSHIP EVIDENCE

Sensata-NL will use the information provided on this Withdrawal Application to verify your voting and share ownership records. These voting records will constitute conclusive evidence and no further information should be included in the Withdrawal Application. By submitting the Withdrawal Application, you give permission to Sensata-NL and its agents to access your voting and share ownership records in order to (i) verify that you have voted against the Merger Resolution and (ii) confirm your ownership of Sensata-NL shares at the time of the Withdrawal Application and immediately prior to the Effective Time. Furthermore, by submitting this Withdrawal Application, you specifically waive all applicable confidentiality or data privacy rights with respect to your voting and/or share ownership records pertaining to the Sensata-NL shares.

IV SUBMISSION AND DUE DATE

A qualifying shareholder wishing to exercise the Withdrawal Right must submit this Withdrawal Application, duly completed and executed and with all required annexes to Sensata-NL no later than on [●] 2018 at the following address:

To: **Sensata Technologies Holding N.V.**

Attn: [name]

[title]

[address]

Email: [email address]

Any applications not fully and correctly received by Sensata-NL on or before [●] 2018 will be disregarded.

Signed on:

Name of the Withdrawing Shareholder:

If applicable: co-signature of the pledgee or the usufructuary if the Exit Shares are pledged or encumbered with a right of usufruct:

Name of the pledgee or usufructuary:

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