

**Sensata Technologies**  
**Supplier Code of Conduct**  
*Amended and Restated October 31, 2023*

Sensata Technologies Holding plc, its subsidiaries, and affiliates (Sensata) recognizes the shared values it has with its customers, shareholders, employees, suppliers and the parties with whom it does business. We are committed to the highest standards of integrity and ethical behaviors. We require third parties we do business with to achieve similarly high standards. This Supplier Code of Conduct (Code) sets out the general requirements applicable to any Supplier who provides goods or services to Sensata. Suppliers will endeavor to establish and maintain management systems that are designed to ensure compliance with applicable laws, regulations, and customer requirements that are related to the Supplier's operations and products, conformance with this Code of Conduct, and the identification of operational risks related to this code. Additionally, Suppliers will commit to a policy of continuous improvement in their respective business activities.

The principles outlined in this Code, [Sensata's Code of Business Conduct and Ethics](#), [Human Rights and Working Conditions Policy](#), [Environmental, Health and Safety Policy](#), and [other Policies](#) are aligned with the Responsible Business Alliance Code of Conduct (RBA COC) and reflect the fundamental values of fairness and integrity articulated in international, national and local conventions, namely the International Labor Organization (ILO) Conventions, International Bill of Human Rights and the United Nations Guiding Principles on Business and Human Rights (2011). In addition, we align with Automotive Industry Guiding Principles to Enhance Sustainability Performance in the Supply Chain.

When national law directly conflicts with international human rights standards or does not fully comply with them, Sensata expects its Suppliers to respect internationally recognized human rights, such as those embodied in the conventions mentioned above.

**Consistent with these commitments, Sensata requires its Suppliers to acknowledge and adhere to the principles set forth in this Code. Policies and procedures related to these standards are presented on [Sensata's Corporate Website](#), [Supplier Portal](#), and in [Sensata's GSQM](#).**

**The provisions of this Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Sensata or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third-party labor agencies, to the same standards contained in this Code. This Code does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party.**

**Sensata's Suppliers are advised that they may be subject to survey and audit by Sensata, its customers, or other parties on behalf of Sensata to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in penalties, including, but not limited to, termination of their agreements with Sensata for default.**

**Sensata reserves the right to update, alter or change the requirements of its Supplier Code of Conduct, and Suppliers shall accept such changes and act accordingly. Nothing contained in any documents issued by Suppliers shall be deemed to modify or amend any part of this Code.**

## 1. Compliance with Laws and Customer Requirements

Suppliers are required to maintain a process to identify, monitor and understand the applicable laws and regulations that apply to their respective business, as well as Sensata's specific requirements.

Suppliers' business activities must comply with the laws and regulations of the jurisdictions in which they operate, transport and distribute their products. Suppliers that provide materials to Sensata that are either used in the manufacturing of, or are contained in, products sold to the U.S. Government or its Suppliers, must meet the applicable requirements established under the [Federal Acquisition Regulations \(FAR\)](#) and/ or the [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#). This provision applies to activities in the locations where Suppliers' goods are produced, where any related services are performed and where the goods or services enter the supply chain.

Suppliers, their employees and any subcontractors will not violate any law, or direct others to violate any law, on behalf of Sensata. In addition, Suppliers' use of temporary, dispatch and outsourced labor will be within the limits of the local law, and applicable international laws, as described in this policy.

## 2. Human Rights & Labor

No Forced Labor. No form of forced labor, including slave, debt bondage, indentured labor or involuntary prison, or any involvement in human trafficking shall be tolerated. The foregoing includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities. Suppliers must comply with the provisions of the California Transparency in Supply Chains Act of 2010 and the UK Modern Slavery Act of 2015, and where applicable, to the regulations established under FAR 52.222-50.

Child Labor. Suppliers will not employ children below the minimum age for employment according to applicable regional law, and in any case, will not employ anyone under the age of 15. Suppliers shall ensure that persons under the age of 18 do not perform any offshore duties or undertake any hazardous work that could jeopardize their health or safety, including night shifts and overtime. "Child labor" means any work by a child or young person, unless it is considered acceptable under the ILO Minimum Age Convention 1973 (C138). Suppliers shall ensure proper management of student workers through effective maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Suppliers shall provide appropriate support and training to all student workers. Unless otherwise permitted under local law, authority or regulation, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

Hiring Process. As part of the hiring process, workers must be provided with a description of the terms of their employment in the language in which the candidate is fluent. In the case of migrant workers, this must be provided prior to the worker departing from his or her country of origin. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment.

Voluntary Work. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

Working Hours. Working hours, breaks, holidays and leave periods will be established in compliance with local laws and agreements, and in any case, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

Compensation and Benefits. Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law. Imported and migrant workers are to be provided equal wages, benefits and working conditions.

Non-Discrimination. Suppliers will ensure equal employment opportunity without discrimination or harassment on the basis of sex, race, age, color, disability, ethnic or national origin, sexual orientation, religion, social or marital status, or other status protected by applicable law.

Humane Treatment. There shall be no harsh or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or abuse of workers; nor is there to be the threat of any such treatment.

Rights of Local Communities. Suppliers will respect applicable local, national, international, and traditional rights concerning land, water, and resources. In particular, the rights of indigenous peoples and local communities shall be respected, promoted and protected throughout the supply chain in accordance with the UN Declaration on the Rights of Indigenous Peoples. Suppliers undertake not to participate in land theft, and Suppliers shall also observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood.

Freedom of Association & Collective Bargaining. In accordance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly, as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

### **3. Workplace Health and Safety**

Suppliers will commit to providing a drug-free, safe and healthy workplace in accordance with applicable laws and regulations. Suppliers shall ensure that all workers receive communication and training on emergency planning and safe work practices. In addition, Suppliers shall have systems to prevent, detect and respond to potential risks to the safety, health and security of their respective workforces in the workplace. Such systems shall incorporate the general and applicable standards cited by the RBA COC, including: (i) Occupational Safety; (ii) Emergency Preparedness; (iii) Occupational Injury and Illness; (iv) Industrial Hygiene; (v) Physically Demanding Work; (vi) Machine Safeguarding; (vii) Sanitation, Food and Housing; and (viii) Health and Safety Communication.

Suppliers will commit to responsible security practices by all security personnel they use or contract and shall exclude the use of such security forces to interfere with freedom of association.

### **4. Responsibility for the Environment**

Suppliers are required to identify the environmental impacts of their activities, take active steps to minimize that impact through the lifecycle of its products and services, acknowledge and agree to support Sensata's commitment to reduce carbon emissions and work toward achieving carbon neutrality and adhere to all applicable environmental laws and regulations of the countries in which their products are sourced, manufactured, shipped or sold.

Suppliers must implement and maintain environmental management systems that are aligned with the ISO 14001 Standard or equivalent, and consistent with the RBA COC. Such management systems must address the following environmental aspects, to the extent that they are relevant to their operations: (i) Environmental Permits and Regulatory Reporting; (ii) Pollution Prevention and Resource Reduction; (iii) Hazardous Substances; (iv) Solid Waste; (v) Air Emissions; (vi) Materials Restrictions; (vii) Water Management; (viii) Energy Consumption and Greenhouse Gas Emissions (GHGe); (ix) Biodiversity; and (x) Prevention of Deforestation, where applicable. To address customer specific requirements, Sensata may require that certain Suppliers obtain and maintain third

party certification of their environmental management system or adopt GHGe reduction targets as a condition of conducting business with Sensata.

Suppliers are required to take active steps to reduce their Scope 1 and 2 GHGe, as defined by the Greenhouse Gas Protocol or similar standard, through the use of renewable energy resources and energy efficiency projects. Suppliers will provide Sensata with documentation of their efforts to comply with these requirements, and information to support Sensata's calculation of the Scope 3 GHGe emissions associated with its purchased goods and services upon request.

Suppliers are encouraged to incorporate recycled material into the goods sold to Sensata where available, and must provide information on the purchased goods, including, but not limited to, material content declarations, recycled content of materials, and product carbon footprint calculations (PCFs), upon request. Suppliers are encouraged to increase the recycled content in the purchased goods and take active steps to reduce the PCF for those purchased goods.

Suppliers will adhere to applicable provisions of the International Plant Protection Convention (IPPC), and specifically, the International Standards for Phytosanitary Measure No. 15 (ISPM 15), and endeavor to address guidelines for environmentally responsible packaging that may be established by Sensata and its Customers.

## **5. Business Integrity**

Suppliers must uphold the highest standards of integrity in all business transactions. All business dealings should be transparently performed and accurately reflected on the Supplier's business books and records. Information regarding Supplier's labor, health and safety, environmental practices, business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable. Suppliers also shall understand and comply with all applicable fair business, advertising and competition laws including fair trading and competition laws in the jurisdictions in which they operate.

## **6. Conflicts of Interest**

Suppliers will not take part in or seek to influence any decision in circumstances that could give rise to an actual or perceived conflict of interest. Such circumstances may be a business interest or a personal interest in the subject matter – economical or otherwise – directly or through someone closely related. If a Supplier becomes aware of a potential conflict of interest, it will notify Sensata immediately (see Section 13).

## **7. Bribery, Kickback and Fraud**

Suppliers must comply with all applicable local and international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. No funds or assets will be paid, loaned or otherwise given as bribes, kickbacks or other improper payments designed to influence or compromise the conduct of the recipient by a Supplier to Sensata; and no employee of a Supplier shall accept any funds or other assets for assisting in obtaining business or for securing special concessions from the Sensata. Suppliers shall not engage third parties to do anything that the Suppliers are prohibited from doing directly as set forth in this Section 6. If a Supplier becomes aware of a risk of bribery, kick-back or fraud, it will notify Sensata immediately.

**8. Material Content Reporting and Responsible Chemical Management** Suppliers will take necessary steps and provide Sensata with documentation required to (i) ensure that Supplier material content meets customer, government, statutory and regulatory material content regulations (i.e., WEEE<sup>i</sup>, RoHS<sup>ii</sup>, ELV<sup>iii</sup> & REACH<sup>iv</sup>, POPs<sup>v</sup>, California Proposition 65<sup>vi</sup>, & TSCA<sup>vii</sup>) and (ii) evaluate the effect of the material on Sensata products. At a minimum, Suppliers will provide Material Content Declarations as required under REACH and RoHS on an annual basis and/or upon request for any and all parts that are purchased by Sensata, and if requested, the Supplier will provide objective evidence of compliance with REACH and RoHS, which may include testing results. Suppliers in the automotive sector shall enter all component Material and Substance Data using the most up to date version of the International Material Data System (IMDS). Suppliers in all other sectors agree to provide material content data in the form requested by Sensata. Suppliers shall ensure that there is a trained

and competent representative available for submitting entries into the IMDS or other system, as well as resolving any issues that may arise during the submission process.

## 9. Responsible Sourcing

Suppliers shall have a policy that prohibits the sourcing of materials and services from locations and entities that directly or indirectly finance or benefit perpetrators of serious human rights abuses, contribute to armed conflict or human rights abuses in Conflict Affected and High-Risk Areas (CAHRAs), or are sanctioned by the U.S. Government.

Sensata requires that its suppliers take necessary steps to ensure that when certain raw materials, including but not limited to Tantalum, Tin, Tungsten and Gold (3TG), Cobalt, and Mica, are incorporated into products sold to Sensata, they are sourced from mines and smelters that are audited by a qualified third party and determined to be conformant to the standards of the Responsible Minerals Audit Protocol (RMAP) or an equivalent recognized standard. Changes in sourcing practices for Sensata products that are necessary to address this requirement should be conducted by suppliers as soon as possible, and in accordance with the relevant provisions of Sensata's [GSQM](#) regarding Change Control, Notification and Approval.

Suppliers of parts or materials that contain 3TG, Cobalt and /or Mica will obtain reasonable assurance in writing from their suppliers that (i) the 3TG, Cobalt, and Mica in the products sold to Sensata are sourced from smelters that are conformant with RMAP or another recognized third party standard, and (ii) that their suppliers do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo (DRC) or an adjoining country, are declared to be "DRC Conflict Free" as defined in the Dodd-Frank Act, are conformant with the requirements set forth in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from CAHRAs (Third Edition), and are not sourced from an entity sanctioned by the U.S. Government.

Suppliers of these minerals or components that contain these minerals shall exercise due diligence in identifying the source and chain of custody of these minerals and report their due diligence measures to Sensata annually or upon request. Documentation of such assurance will consist, at a minimum, of the submittal of a current Company Level Conflict Mineral Reporting Template (CMRT), and Extended Mineral Reporting Template (EMRT), to Sensata on an annual basis or upon request, using the most up to date version of the templates, in accordance with the reporting schedule established by Sensata. Suppliers will promptly provide Sensata with a product level or user defined CMRT or EMRT when requested to do so.

Sensata reserves the right to require responsible sourcing and transparency with respect to other minerals in addition to Tantalum, Tin, Tungsten, Gold, Cobalt, and Mica.

When requested to do so, Suppliers will respond in a timely manner to Sensata's request to complete and submit to Sensata other surveys, including, but not limited to surveys seeking information on human rights, labor practices and supply chain transparency.

## 10. Privacy and Data Protection

Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by Sensata or obtained by the Supplier on behalf of Sensata, its affiliates or its clients ("Sensata Data"). Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, preservation, storage, processing, transmission, or disclosure of Sensata Data including but not limited to requirements established under FAR 52.204-21 and DFARS 252.204-7012. Suppliers shall execute appropriate data transfer agreements with Sensata in any form that Sensata or its clients are required by applicable laws to execute with service providers or to flow down to subcontractors.

## 11. Intellectual Property

Suppliers shall implement and maintain security safeguards, including administrative, physical and technical safeguards designed to protect its information systems from unauthorized access, and shall promptly inform Sensata if a Supplier believes that its systems have been compromised in a manner that could result in harm to Sensata. Suppliers must use Sensata's confidential information, data, trade information, copyrights, and trademarks only in a manner that is permitted under their respective contracts with Sensata and at a minimum protect such information with a reasonable degree of care. Suppliers shall not misappropriate or infringe upon the trade information, trademarks, or copyrighted works of others. Suppliers must not misuse trade secrets or proprietary or confidential information of others or disclose such information to unauthorized third parties. Suppliers must promptly notify Sensata of any unauthorized use of Sensata's data, trade secrets, trademarks, logos or confidential information by Supplier or a third party.

## 12. Compliance with Export Controls and Economic Sanctions

Suppliers will comply with applicable laws, regulations and restrictions on the export or re-export of goods, software, services and technology, as well as with applicable laws, regulations and restrictions on trade involving certain countries, regions, companies or entities and individuals.

## 13. Whistleblower Protection

Suppliers should either (i) maintain a whistleblower hotline or similar process for its employees to report violations of this Code or any related integrity concerns involving work for Sensata, or (ii) allow its employees to have access to the Sensata whistleblower hotline. Suppliers shall maintain programs to ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers, unless prohibited by law. In either case, Suppliers have an affirmative obligation to promptly report to Sensata any information or allegation it receives related to a violation of this Code. All reports to Sensata may be made on Sensata's hotline:

[www.sensata.ethicspoint.com](http://www.sensata.ethicspoint.com).

## 14. Contractor and Supplier Requirements

Beyond observing these requirements in their own operations, Suppliers shall ensure that their contractors, subcontractors, suppliers and their sub-suppliers respect the principles set forth in this Code.

## 15. Counterfeit Parts/Product Integrity

Suppliers are expected to minimize the risk of introducing counterfeit and/or diverted parts and materials into deliverable products and adhere to relevant technical regulations in the product creation process, including but not limited to DFARS 252.246-7007 and 84 FR 64680.

---

<sup>i</sup> DIRECTIVE 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on Waste Electrical and Electronic Equipment (WEEE), 2012 O.J. (L 197) 38-71.

<sup>ii</sup> Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, 2011 O.J. (L 174) 88-110.

<sup>iii</sup> Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on End-of-Life Vehicles, 2000 O.J. (L 269) 34-43.

<sup>iv</sup> Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 Concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), Establishing a European Chemicals Agency, Amending Directive 1999/45/EC and Repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC, 2006 O.J. (L 396) 1-849.

<sup>v</sup> Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on Persistent Organic Pollutants, 2019 O.J. (L 169) 45-77.

<sup>vi</sup> Safe Drinking Water and Toxic Enforcement Act of 1986, Cal. Health & Safety Code §§ 25249.5 - 25249.14 (West 1986)

<sup>vii</sup> Toxic Substances Control Act (TSCA) of 1979, 15 U.S.C. §2601 et seq. (2019).