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Dividend  
Reinvestment  
Plan

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**SENSIENT™**



Have your Sensient Technologies Corporation (“Sensient”) dividends automatically reinvested in additional Sensient common stock through the automatic Dividend Reinvestment Plan. Administered by Wells Fargo Bank, N.A. (“Wells Fargo”) this service is an easy, practical way to build your Sensient common stockholdings. We also include information on the new Direct Registration System alternative for holding your shares in book-entry form.

**BENEFITS OF  
THE DIVIDEND  
REINVESTMENT  
PLAN**

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- Your dividends are paid directly to your Sensient Dividend Reinvestment account at Wells Fargo.
- Every penny goes to work for you, buying full and fractional shares (computed up to three decimal places) of Sensient common stock. You pay no brokerage fees or service charges.
- You may send additional money, if you wish (\$25 minimum, \$1,500 maximum per month) to buy more Sensient common stock.
- You also may have money withdrawn automatically from your checking or savings account each month and invested in your Dividend Reinvestment Plan account.
- If you do not convert your stock certificate(s) into book-entry form (see “Direct Registration”), you may send your stock certificate(s) to Wells Fargo for safekeeping, if you wish.
- Wells Fargo keeps detailed records of your account and will mail you a statement after each transaction. This will be at least quarterly for the dividend purchases. The statements will reflect how much stock is bought and how many shares you own.
- You can join or quit the Plan at any time.

## WHO IS ELIGIBLE



Any registered owner of Sensient common stock is eligible. If your shares are registered in a name other than your own (e.g., in the name of a broker) and you want to participate, you must either make appropriate arrangements for your nominee to do so or you must become a shareholder of record by having the shares transferred to your own name.

Regulations in certain countries may limit or prohibit participation in this type of Plan. Accordingly, if you reside outside the United States and wish to participate in the Plan, you should first determine whether you are subject to any governmental regulations prohibiting your participation.

## HOW DOES THE PLAN WORK



Wells Fargo, as administrator of the Plan, purchases Sensient shares on the open market. The price of Sensient shares acquired for your account is the weighted average price of all shares purchased by Wells Fargo for all participants with participants' dividends and/or cash contributions.

### Investment Options

#### **Option A. *Full Dividend Reinvestment***

Upon enrollment in the Plan, Wells Fargo will receive on your behalf dividends on all of your Sensient shares registered in your name and on all additional full or fractional Sensient shares held in your Plan account. Wells Fargo will use these dividends to purchase additional Sensient shares and credit them to your Plan account at no cost to you for brokerage commission or service charges. In addition to any full shares your dividends may purchase, you will be credited with fractional shares for any balance amounting to less than the price of a full share. Further dividends will then be paid on the basis of your cumulative holdings of both full and fractional shares, thereby compounding your investment. Upon enrollment, you also have the option of sending Wells Fargo additional contributions, ranging from \$25 to \$1,500, which will be used to purchase additional Sensient shares for you. You may make these optional contributions at any time, either monthly or at random, by check or automatic withdrawal from your checking or

savings account, but in no instance may a single month's optional contributions exceed \$1,500. Participants may withdraw their entire optional contribution by written notice received at least two business days before such amount is to be invested.

**Option B. *Partial Dividend Reinvestment***

If you do not wish to have dividends reinvested on all of your Sensient shares held with Wells Fargo, the partial reinvestment option permits you to designate the number of your certificated or book-entry (DRS) shares for which dividends paid thereon will be reinvested. Those dividends that are not reinvested will be paid to you by check or direct deposit. If you elect this option, you can also invest additional cash in the same way as is described under Option A.

You may change your reinvestment option at any time by calling (see "Telephone Transactions") or sending written notice to Wells Fargo. Notices received on or before a dividend record date will be effective for that dividend. Notices received after a dividend record date will not be effective until after that dividend has been paid.

**Direct Deposit of Dividends**

You can have your cash dividends which are not reinvested transferred directly to your bank for deposit. For electronic direct deposit of dividend funds, contact Wells Fargo to request a Direct Deposit of Dividends Authorization Form, complete the form, and return it to Wells Fargo. Be sure to include a voided check for checking accounts or savings deposit slip for savings accounts. If your stock is jointly owned, all owners must sign the form.

**Fractional Shares**

If your dividend, cash contribution, or combinations of both are not sufficient to buy a full share, Wells Fargo will credit you with a fractional share.

## **Timing of Investments**

***Dividend Reinvestments.*** Dividends are reinvested on the dividend payable date. Dividend payment dates are usually the 1st of March, June, September, and December or the next business day.

***Optional Cash Contributions.*** Optional cash contributions are invested either (a) on the last business day of each month in which no dividend is payable, or (b) on the dividend payment date in months in which a dividend is paid (the “Cash Investment Date”). Wells Fargo will apply any optional cash contribution received from you before a Cash Investment Date to the purchase of Sensient shares for your account on the Cash Investment Date. Wells Fargo will not pay interest on optional cash contributions held pending investment and therefore it is recommended that you submit these shortly before, but no later than one business day before, the Cash Investment Date.

## **Automatic Cash Deductions**

Participants may elect to make optional cash contributions, paid by electronic funds transfer and withdrawn automatically from a participant’s predesignated bank account. To make optional cash contributions by automatic deduction, participants must complete and sign an Automatic Deduction Form and return the form to Wells Fargo. Automatic Deduction Forms are available from Wells Fargo. To be effective with respect to a particular Cash Investment Date, your request to enroll in, change or terminate automatic monthly deductions must be received by Wells Fargo at least 15 business days prior to the Cash Investment Date. Once the automatic monthly deduction option is initiated, funds will be drawn from your designated bank account on or about five business days before the next Cash Investment Date, and will be invested in Sensient common stock on the Cash Investment Date.

Forms are processed and become effective as promptly as practicable. Participants may change the designated account for automatic deduction or discontinue this feature by written instruction to Wells Fargo.

### **Deposit of Stock Certificates**

If you do not convert your stock certificate(s) into book-entry form (see “Direct Registration”), you may also send certificates of Sensient common stock enrolled in the Dividend Reinvestment Plan to Wells Fargo for safekeeping. Because you bear the risk of loss in sending stock certificates to Wells Fargo, it is recommended that your certificates be sent registered mail, return receipt requested, and properly insured. Certificates should not be endorsed. Whenever certificates are issued to you either upon your request or upon termination of your participation, new, differently numbered certificates are issued. Dividends will be reinvested on all shares represented by any certificates deposited with Wells Fargo.

### **Issuance of Shares**

Wells Fargo will hold your additional shares until you choose to terminate your participation in the Plan. However, upon your written request, Wells Fargo will issue certificates to you for all or part of your full shares.

### **Telephone Privileges**

If you have established automated privileges on your account, you can:

- Change the amount of or stop automatic monthly bank withdrawals;
- Change your dividend reinvestment option (for example, from full to partial reinvestment);
- Sell a portion or all of your plan shares if the current market value of the shares to be sold is \$25,000 or less; and
- Request a certificate for a portion or all full shares in the plan, if the current market value of the shares to be issued is \$50,000 or less.

To establish automated privileges, please call Wells Fargo and request an Automated Request Authorization form.

### **Withdrawal from the Plan**

You may terminate your participation in the Plan at any time by giving notice to Wells Fargo. Wells Fargo will then issue all full shares in your account to book-entry (DRS) or, at your request, Wells Fargo will issue you a certificate for the full shares in your account. Alternatively, you may instruct Wells Fargo to sell your full shares and to send you the proceeds, less any brokerage commissions, service charges and other costs of sale. In either case, fractional shares will be converted to cash at the then current market price of Sensient shares, less any brokerage commission, and service charge. A check for the cash value will be sent to you. Sales of shares by Wells Fargo are made as soon as practicable after the receipt of your written request.

Selling participants should be aware that the share price of Sensient common stock may fall or rise during the period between a request for sale, its receipt by Wells Fargo, and the ultimate sale in the open market. You should evaluate these possibilities while deciding whether and when to sell any shares through the Plan. The price risk will be borne solely by you.

### **Regular Statements**

You will receive a detailed statement of your account after each purchase of shares with your dividends and/or optional cash contributions, which helps you maintain your personal records. These statements should be retained for calculating the cost basis of your shares.

### **To Join the Plan**

Complete and sign the enclosed authorization card and mail it to Wells Fargo in the enclosed envelope.

Your participation will begin with the next dividend payment, unless Wells Fargo does not receive your completed authorization card until after the dividend "record date." In that case, your account will open with the following dividend.

### **Income Tax Information**

Reinvested dividends are subject to income taxes, the same as if you had received a dividend check. In addition, the Internal Revenue Service has ruled that the brokerage commissions Sensient pays for you under the Plan are also taxable as dividend income. Each January, Wells Fargo will send you a Form 1099 showing the Sensient dividends credited to your account, as well as the applicable fees and commissions paid for you. Keep this statement with your tax records.

You should consult your personal tax advisor concerning proper tax treatment of these amounts, as interpretation may differ, and laws, regulations and rulings may change over time.

### **Fees**

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<b>Certificate Issuance</b>	Paid by Sensient
<b>Certificate Deposit</b>	Paid by Sensient

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### **Investment Fees**

Dividend	
reinvestment fee	Paid by Sensient
Optional cash	
investment fee	Paid by Sensient
Automatic	
withdrawal fee	Paid by Sensient
Purchase commission	Paid by Sensient

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### **Sale Fees**

Service fee	\$15.00 per request
Sale commission	\$0.10 per share
Electronic deposit fee	\$5.00 per request

### **Fee for Returned Checks or Rejected Automatic**

<b>Bank Withdrawals</b>	\$25.00 per item
<b>Prior Year Duplicate Statements</b>	\$15.00 per year

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### **Terms and Conditions**

The following pages contain additional Plan information. Please read them carefully and keep this brochure with your Sensient stock materials.

## Questions About the Plan

If you have questions about the Plan, you may contact Wells Fargo as directed at the end of this brochure.

### DIRECT REGISTRATION



Sensient is a participant in the Direct Registration System (DRS). DRS is a method of recording shares of stock in book-entry form. Book-entry means that your shares are registered in your name, on the books of Sensient, without the need for physical certificates and are held separately from any Plan shares you may own. Shares held in book-entry form have all the traditional rights and privileges as shares held in certificate form. With DRS you can:

- Eliminate the risk and cost of storing certificates in a secure place;
- Eliminate the cost associated with replacing lost, stolen, or destroyed certificates; and
- Move shares electronically to your broker.

### How to Begin Participating in Direct Registration

Any future share transactions will be issued to book-entry form rather than physical certificates unless you specify otherwise. You may convert any stock certificate(s) you are currently holding into book-entry form by sending the stock certificate(s) to Wells Fargo with a request to deposit them to your DRS account. There is no cost to you for this custodial service and by doing so you will be relieved of the responsibility for loss or theft of your certificate(s). Your certificate(s) should not be endorsed, and we recommend sending your certificate(s) registered insured mail for 3% of the current market value.

### Electronic Share Transfer

You may choose to have a portion or all of your full book-entry or Plan shares delivered directly to your broker by contacting your broker/dealer. When using your broker to facilitate a share movement, provide them with a copy of your DRS account statement.

TERMS AND  
CONDITIONS

Terms and Conditions of Authorization  
for Automatic Dividend Reinvestment  
Plan



- As administrator of the Dividend Reinvestment Plan, Wells Fargo Bank, N.A. (“Wells Fargo”) will apply all or any designated portion of dividends on the shares of Sensient common stock held by the participant, all additional cash investments, or a combination of both, and dividends on any full or fractional shares acquired under the Sensient Dividend Reinvestment Plan (the “Plan”), to the purchase of additional shares of Sensient common stock for the participant’s account. Such purchases may be made on any securities exchange where such shares are traded, in the over-the-counter market or in negotiated transactions, and may be on such terms as to price, delivery and otherwise as Wells Fargo may determine.
- The participant may make cash contributions (\$25 minimum, \$1,500 maximum per month in U.S. funds), payable to “Shareowner Services”, accompanied by either the signed authorization card or cash contribution form. In making purchases for the participant’s account, Wells Fargo may commingle the participant’s funds with those of other participants of Sensient common stock participating in the Plan. In the case of each purchase, the price at which Wells Fargo shall be deemed to have acquired shares for the participant’s account shall be the weighted average price of all shares purchased by it, as administrator of the Plan, with their aggregate funds used for such purchase. Wells Fargo may hold the shares of all participants together in its name or in the name of the nominee. Wells Fargo shall have no responsibility as to the value of the Sensient common stock acquired for the participant’s account.

Dividends will be invested by Wells Fargo typically on the dividend payment date, and will be completed no later than 30 days after receipt, and optional cash investments will be invested on or about the last business day of each month provided the aggregate funds are sufficient to purchase at least 100 shares, except where deferment is necessary to comply with Regulation M under the Securities Exchange Act of 1934 or other applicable provisions of securities law. It is understood that, in any event, Wells Fargo shall have no liability in connection with any inability to purchase shares or the time of any purchases. Participants' funds held by Wells Fargo will not bear interest. Participants may withdraw their entire optional cash investment by written notice received by Wells Fargo not less than two business days before such amount is to be invested.

- During the period that an optional cash investment is pending, the collected funds in the possession of Wells Fargo may be invested in certain Permitted Investments. For purposes of this Plan, "Permitted Investments" shall mean any money market mutual funds registered under the Investment Company Act (including those of an affiliate of Wells Fargo or for which Wells Fargo or any of its affiliates provides management advisory or other services) consisting entirely of (1) direct obligations of the United States of America; or (2) obligations fully guaranteed by the United States of America. The risk of any loss from such Permitted Investments shall be the responsibility of Wells Fargo. Investment income from such Permitted Investments shall be retained by Wells Fargo.

If any optional cash contribution, including payments by check or automatic withdrawal, is returned for any reason, Wells Fargo Bank will remove from the participant's account any shares purchased upon prior credit of such funds, and will sell these shares. Wells Fargo may sell other shares in the account to

recover a returned funds fee for each optional cash contribution returned unpaid for any reason and may sell additional shares as necessary to cover any market loss incurred by Wells Fargo.

Checks in non-U.S. funds will be subject to collection and applicable fees. Second party checks are not accepted. Participants are under no obligation to make additional cash investments.

The payment of dividends is at the discretion of Sensient's Board of Directors and will depend upon future earnings, the financial condition of Sensient and other factors. The Board may change the amount and timing of dividends at any time without notice.

- Following each purchase, Wells Fargo will send to each participant whose funds have been applied to such purchase an advice of all transactions in the amount since the last purchase, including a statement showing the current shares in the account.
- Participants may elect to deposit their original certificate(s) into the Dividend Reinvestment account for safekeeping by sending the certificate(s) to Wells Fargo together with instructions to deposit the certificate(s) into the Plan. The transaction will appear on the statement for that period, and shares will be held by Wells Fargo in its name or nominee name. These shares will be held in the Dividend Reinvestment account until such time as the participant requests a certificate, sale or termination from the Plan.

Because participants bear the risk of loss in sending stock certificates, it is recommended that they use certified mail, return receipt requested, and that the mailing be properly insured. Certificates need not be endorsed.

Participants should note that a cost basis record for deposited shares cannot be provided by Wells Fargo. A record of purchase prices should be retained by the participant.

- No certificates will be issued to a participant for shares in the participant's account unless requested of Wells Fargo in writing, or until the account is terminated. No certificate for a fractional share will be issued, but dividends on a fractional interest in a share will be credited to the participant's account.
- It is understood that the reinvestment of dividends does not relieve the participant of an income tax that may be payable on such dividends. Wells Fargo will report to all participants the amount of dividends credited to their accounts.
- Wells Fargo will vote all shares held in the participant's account in the same way in which the participant votes shares of Sensient standing of record in the participant's name by regular proxy returned by participants to Sensient, or, if Wells Fargo sends to the participant a separate proxy covering the shares credited to the participant's dividend reinvestment account, then such shares will be voted as designated in such separate proxy. In the event the participant does not direct the voting of shares by either such regular or separate proxy, the shares credited to participant's Dividend Reinvestment account will not be voted.
- Except as otherwise expressly provided herein, participants may not sell, pledge, hypothecate or otherwise assign or transfer the participant's account, any interest therein or any cash or shares credited to the participant's account. No attempt at any such sale, pledge, hypothecation or other assignment or transfer shall be effective. Nothing herein shall affect a stockholder's rights in respect to shares for which certificates have been received.
- A participant may terminate the account at any time by notifying Wells Fargo. If a participant's request to terminate from the Plan is received on or after a dividend record date, but before the dividend payment date, the termination will be processed as soon as practicable, and a separate dividend check will be mailed to

the participant. Future dividends will be paid in cash, unless the terminating participant re-enrolls in the Plan. Wells Fargo may terminate the account at any time by notice in writing mailed to the participant. A participant requesting termination may elect to receive either stock or cash for all full shares in the account. If cash is elected, Wells Fargo will sell such shares at the current market value and Wells Fargo will send the net proceeds to the participant, after deducting brokerage commissions, service charges, and any applicable taxes. If no election is made in the request for termination, stock will be issued in book-entry (DRS) form for all full shares. A participant may elect to receive full shares in certificate form. In either case, the participant will receive a check for the proceeds, less a service fee, commission, and any applicable taxes, at the current market value in lieu of any fractional interest in a share.

- If a participant requests to transfer all shares in his or her Plan account between a dividend record date and payable date, the transfer request will be processed; however, the participant's Plan account will not be terminated. The participant may receive additional dividend reinvestment shares which will require the participant to submit a written request to transfer the additional shares.
- If a participant submits a request to sell all or a portion of his or her shares, and is requesting net proceeds to be automatically deposited to a bank checking or savings account, the participant must provide a voided blank check for a checking account or blank savings deposit slip for a savings account. If the participant is unable to provide a voided check or deposit slip, the written request must have the participant's signature(s) medalion guaranteed by an eligible financial institution for direct deposit. Requests for automatic deposit of sale proceeds that do not provide the required documentation will not be honored and a check for the net proceeds will be issued.

- Wells Fargo will make every effort to process a participant's sale request on the next business day following receipt of a properly completed request (sale requests involving multiple transactions may experience a delay). Wells Fargo will not be liable for any claim arising out of failure to sell stock on a certain date or at a specific price. This risk should be evaluated by the participant and is a risk that is borne solely by the participant.
- It is understood that any stock dividends or stock splits distributed by Sensient on shares held by Wells Fargo for the participant will be credited to the participant's account. If a participant sends notice of termination or a request to sell to Wells Fargo between the record date and the payment date for a stock distribution, the request will not be processed until the stock distribution is credited to the participant's account. In the event that Sensient makes available to its stockholders rights to purchase additional shares or other securities, Wells Fargo will sell such rights accruing to shares held by Wells Fargo for the participant and will combine the resultant funds with the next regular dividend or optional cash investment for reinvestment at that time. If a participant desires to exercise such rights, the participant should request that certificates be issued for full shares.
- In administering the Plan, neither Sensient, Wells Fargo nor any broker/dealer selected by Wells Fargo to execute purchases and sales on behalf of Plan participants is liable for any good faith act or omission to act, including but not limited to any claim of liability (1) arising out of the failure to terminate a participant's account upon such participant's death prior to receipt of a notice in writing of such death, (2) with respect to the prices or times at which shares are purchased or sold, or (3) as to the value of the shares acquired for participants.
- Wells Fargo is acting solely as agent of Sensient and owes no duties, fiduciary or otherwise, to any other person by reason of this Plan, and no implied duties,

fiduciary or otherwise, shall be read into this Plan. Wells Fargo undertakes to perform such duties and only such duties as are expressly set forth herein, to be performed by it, and no implied covenants or obligations shall be read into this Plan against Wells Fargo or Sensient.

- In the absence of negligence or willful misconduct on its part, Wells Fargo, whether acting directly or through agents or attorneys, shall not be liable for any action taken, suffered, or omitted or for any error of judgment made by it in the performance of its duties hereunder. In no event shall Wells Fargo be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profit), even if Wells Fargo has been advised of the likelihood of such loss or damage and regardless of the form of action.
- Wells Fargo shall: (1) not be required to and shall make no representations and have no responsibilities as to the validity, accuracy, value or genuineness of any signatures or endorsements, other than its own; and (2) not be obligated to take any legal action hereunder that might, in its judgment, involve any expense or liability, unless it has been furnished with reasonable indemnity.
- Wells Fargo shall not be responsible or liable for any failure or delay in the performance of its obligations under this Plan arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that Wells Fargo shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

- Wells Fargo is authorized to choose a broker/dealer, including an affiliated broker/dealer, at its sole discretion to facilitate purchases and sales of Sensient common stock by Plan participants. Wells Fargo will furnish the name of the registered broker/dealer, including any affiliated broker/dealer, utilized in share transactions within a reasonable time upon written request from the participant.
- Sensient and Wells Fargo may agree from time to time to amendments and modifications of the Plan.
- Any notice, instruction, request, election or direction that is required or permitted under the Plan shall be given by the participant to Wells Fargo and will become effective when received by Wells Fargo. Such notice, instruction, request, election or direction shall be addressed to Wells Fargo as indicated below:

**Plan Requests should be mailed to:**

Wells Fargo Shareowner Services  
P.O. Box 64856  
St. Paul, MN 55164-0856

**Certified/Overnight Mail:**

Wells Fargo Shareowner Services  
161 North Concord Exchange  
South St. Paul, MN 55075-1139

**General Information:**

Tel: 1-800-468-9716

Tel: 651-450-4064

(outside the United States)

An automated voice response system is available 24 hours a day, 7 days a week. Customer Service Representatives are available from 7:00 a.m. to 7:00 p.m., Central Standard Time, Monday through Friday.

Fax: 651-450-4085

**Internet:**

General Inquiries –

[www.wellsfargo.com/shareownerservices](http://www.wellsfargo.com/shareownerservices)

- Any questions of interpretation arising under the Plan will be determined by Sensient and any such determination will be final.



