Domination and profit and loss transfer agreement

dated [■■■]
2024

DOMINATION AND PROFIT AND LOSS TRANSFER AGREEMENT

between

1.　　**BioNTech SE**, An der Goldgrube 12, 55131 Mainz, registered with the Commercial Register of the local court of Mainz under HRB 48720

- hereinafter also referred to as „**Controlling Company**" -

and

2.　　**BioNTech Collaborations GmbH**, An der Goldgrube 12, 55131 Mainz, registered with the Commercial Register of the local court of Mainz under HRB 52740,

- hereinafter also referred to as „**Controlled Company**" -

The Controlling Company and the Controlled Company shall hereinafter also be jointly referred to as the „**Parties**" and each individually as a „**Party**".

Therefore, the following is agreed:

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1. Control

1.1 The Controlled Company shall place the management of its company under the control of the Controlling Company.

1.2 The Controlling Company is entitled to issue instructions to the management of the Controlled Company with regard to the management of the Company.

1.3 The Controlling Company may not issue instructions to the management of the Controlled Company to amend, maintain or terminate this Agreement. Notwithstanding the right to issue instructions, the management and representation of the Controlled Company shall continue to be the responsibility of the management of the Controlled Company.

2. Transfer of profits

2.1 Subject to the creation and release of reserves pursuant to clause 2.2, the Controlled Company shall transfer its entire profit arising during the term of the Agreement without the transfer of profit to the Controlling Company. Sec. 301 of the German Stock Corporation Act (*Aktiengesetz - AktG*) as amended from time to time shall apply to the transfer of profits.

2.2 The Controlled Company may, with the consent of the Controlling Company, allocate amounts from the annual net profits to revenue reserves (Sec. 272 para. 3 of the German Commercial Code (*Handelsgesetzbuch – HGB*)) only to the extent that this is permissible under commercial law and economically justified based on a reasonable commercial assessment. Other revenue reserves (Sec. 272 para. 3 HGB) formed during the term of this Agreement shall, unless precluded by Sec. 301 AktG, as amended from time to time, be reversed at the request of the Controlling Company and used to offset any net loss for the year or transferred as profit.

2.3 The transfer of amounts from the release of capital reserves (Sec. 272 para. 2 No. 4 HGB) and of pre-contractual revenue reserves is excluded. The same shall apply to any pre-contractual profit carried forward.

2.4 The claim to profit transfer shall arise at the end of the fiscal year of the Controlled Company and shall become due at that time.

3. Assumption of losses

3.1 The Controlling Company shall be obliged to compensate for any annual loss of the Controlled Company, which would otherwise arise during the term of the Agreement. The provisions of Sec. 302 AktG, as amended from time to time, shall apply to the assumption of losses.

3.2　　The claim for the assumption of losses shall arise at the end of the fiscal year of the Controlled Company and shall become due at that time.

4.　　Effectiveness, Duration and Termination

4.1　　The shareholders' meeting of the Controlled Company and the General Meeting of the Controlling Company have already given their consent to the conclusion of this Agreement. The Agreement shall become effective upon entry of its existence in the Commercial Register of the registered office of the Controlled Company.

4.2　　With regard to clause 1, this agreement shall apply as of its entry in the Commercial Register of the Controlled Company and, in all other respects, retroactively as of the beginning of the fiscal year of the Controlled Company in which the Agreement is entered in the commercial register of the Controlled Company.

4.3　　This Agreement is concluded for a fixed term of five (5) years from the beginning of the fiscal year of the Controlled Company in which the Agreement is entered in the Commercial Register of the registered office of the Controlled Company. The Agreement shall be extended unchanged and with the same right of termination by one year in each case if it is not terminated by either party no later than six (6) months before its expiry. If the end of the term pursuant to sentence 1 or an extension pursuant to sentence 2 does not fall at the end of a fiscal year of the Controlled Company, the term shall be extended until the end of the then current fiscal year.

4.4　　The right to extraordinary termination of this Agreement without notice for good cause shall remain unaffected. Good cause entitling both the Controlling Company and the Controlled Company to terminate the Agreement shall include, but not be limited to, the sale of the shares in the Controlled Company or the contribution of the shareholding by the Controlling Company, the merger, demerger or liquidation of the Controlling Company or the Controlled Company or if the Controlling Company no longer holds the majority of voting rights from the shares in the Controlled Company.

4.5　　Any termination must be in writing. The date of receipt of the termination letter by the other Party shall be decisive for compliance with the notice period.

4.6　　The option to terminate the Agreement by mutual consent instead of giving notice of termination shall remain unaffected.

4.7　　If the effectiveness of the Agreement or its proper execution is not or not fully recognized for tax purposes during the five-year period pursuant to clause 4.3 sentence 1, the five-year period shall, contrary to clause 4.3 sentence 1, only begin on the first day of the fiscal year of the Controlled Company following the year in which the conditions for the recognition for tax purposes of the effectiveness of the Agreement or its proper execution have not yet been met.

5. Final provisions

5.1 This Agreement contains all agreements made between the parties relating to domination and the transfer of results. There are no ancillary agreements in this respect.

5.2 In interpreting the Agreement, the provisions of the corporation tax group as amended from time to time shall be taken into account.

5.3 Amendments and supplements to this Agreement must be made in writing in order to be effective, unless a stricter formal requirement exists by law. This shall also apply to any amendment of this written form requirement. Otherwise, amendments and supplements to this Agreement shall require the approval of the General Meeting of the Controlling Company and the Shareholders' Meeting of the Controlled Company to the extent required by law. Amendments and supplements to this Agreement shall become effective upon entry in the Commercial Register of the Controlled Company.

5.4 If any provision of this Agreement be or become invalid in whole or in part, or if the Agreement contains a loophole, the validity of the remaining provisions of this Agreement shall not be affected. Instead of the invalid provision or in order to fill the loophole, the valid and enforceable provision shall be deemed to have been agreed with retroactive effect which legally and economically comes closest to the invalid provision in a permissible manner, which is what the Parties intendedor would have intended according to the meaning and purpose of this Agreementif they had considered this point when concluding the contract or its subsequent amendments. If the invalidity of a provision is based on a measure of performance or time (period or date) specified therein, the provision shall be deemed to have been agreed with a legally permissible measure that comes closest to the original measure.

[Signature page follows]

Mainz, _____2024

BioNTech SE

Dr. James Ryan

Mainz, _____2024

BioNTech Collaborations GmbH

Dr. Sierk Poetting

Mainz, _____2024

BioNTech SE

Jens Holstein

Mainz, _____2024

BioNTech Collaborations GmbH

Dirk Schreiber