

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

BioNTech SE

(Exact name of registrant as specified in its charter)

Federal Republic of Germany
(State or other jurisdiction of
incorporation or organization)

98-151-1032
(I.R.S. Employer
Identification Number)

An der Goldgrube 12
D-55131 Mainz
Germany
(Address of Principal Executive Offices)

N/A
(Zip Code)

2017 Employee Stock Ownership Plan
2020 Management Board ESOP
2020 Employee Equity Plan
2020 Restricted Stock Unit Plan for North America Employees
(Full title of the plan)

BioNTech US Inc.
40 Erie St., Suite 110
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(Name and address of agent for service)

+1 (617) 337-4701
(Telephone number, including area code, of agent for service)

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large Accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-Accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered⁽¹⁾	Amount to be Registered⁽²⁾	Proposed Maximum Offering Price Per Share⁽⁶⁾	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Ordinary shares, no par value per share				
—2020 Employee Equity Plan	2,000,000 ⁽³⁾	\$117.675	\$ 235,350,000	\$ 25,677
—2020 Restricted Stock Unit Plan for North America Employees	230,000 ⁽⁴⁾	\$117.675	\$ 27,065,250	\$ 2,953
—2017 Employee Stock Ownership Plan	16,001,019	\$117.675	\$ 1,882,919,911	\$ 205,427
—2020 Management Board ESOP	472,370 ⁽⁵⁾	\$117.675	\$ 55,586,140	\$ 6,064
Total	18,703,389	□	\$ 2,200,921,301	\$ 240,121

- (1) Ordinary shares, no par value per share, of the Registrant, or the Ordinary Shares, may be represented by American Depositary Shares, or ADSs, with each ADS representing one Ordinary Share. ADSs issuable upon deposit of the Ordinary Shares registered hereby are registered pursuant to a separate Registration Statement on Form F-6 (File No. 333-233898).
- (2) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended, or the Securities Act, this Registration Statement covers any Ordinary Shares that become issuable under the Registrant’s 2020 Employee Equity Plan, or the 2020 EEP, the Registrant’s 2020 Restricted Stock Unit Plan for North America Employees, or the 2020 North America Plan, the Registrant’s 2017 Employee Stock Ownership Plan, or the Registrant’s 2020 Management Board ESOP by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant’s receipt of consideration that results in an increase in the number of outstanding Ordinary Shares.
- (3) Represents 2,000,000 Ordinary Shares reserved for issuance pursuant to future awards under the 2020 EEP.
- (4) Represents 230,000 Ordinary Shares reserved for issuance pursuant to future awards under the 2020 North America Plan.
- (5) Represents 224,274 Ordinary Shares reserved for issuance pursuant to future awards under the 2020 Management Board ESOP and 248,096 Ordinary Shares issuable upon the exercise of options granted under the 2020 Management Board ESOP.
- (6) Estimated pursuant to Rules 457(c) and 457(h) under the Securities Act solely for the purpose of calculating the registration fee based upon the average of the high and low sale prices reported for the ADSs on the Nasdaq Global Select Market on February 11, 2021.

PART I

INFORMATION REQUIRED IN THE PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8, or the Registration Statement, in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

BioNTech SE, or the Registrant, hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission, or the SEC:

- (1) The Registrant's Annual Report on [Form 20-F](#), filed with the SEC on March 31, 2020, which contains the Registrant's audited financial statements for the latest fiscal year in which such statements have been filed;
- (2) All other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, or the Exchange Act, since December 31, 2019; and
- (3) The description of the Ordinary Shares contained in the Registrant's Registration Statement on [Form 8-A](#) (File No. 001-39081) filed with the SEC on October 7, 2019, pursuant to Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the SEC shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Incorporated by reference to the Registrant's Registration Statement on Form 8-A (File No. 001-39081) filed with the SEC on October 7, 2019, pursuant to Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

Item 5. Interests of Named Experts and Counsel.

Members of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB are the beneficial owners of less than 1% of the Registrant's ordinary shares.

Item 6. Indemnification of Directors and Officers.

As a German European public company with limited liability, the Registrant is—insofar as applicable pursuant to the SE Regulation and the German law on the implementation of the SE (SEAG)—subject to the German Stock Corporation Act (Aktiengesetz), as amended. Under German law, the Registrant may not indemnify members of its Management Board and Supervisory Board to the extent the relevant claim or loss has arisen as a result of the breach by the member of his or her duties owed to the Registrant. Otherwise the Registrant is required under the law to indemnify its Management Board and Supervisory Board members from and against any liabilities arising out of or in connection with their services to the Registrant.

The Registrant provides directors' and officers' liability insurance for the members of its Management and Supervisory Boards against civil liabilities, which they may incur in connection with their activities on behalf of the Registrant.

Insofar as indemnification of liabilities arising under the Securities Act may be permitted to the Registrant's board, executive officers, or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4.1	Articles of Association of the Registrant
4.2	Form of Deposit Agreement among the Registrant, the depositary and holders and beneficial owners of the American Depositary Shares (incorporated herein by reference to Exhibit 1 to the Registration Statement on Form F-6 (File No. 333-233898), filed with the SEC on September 23, 2019)
4.3	Form of Specimen American Depositary Receipt (included in Exhibit 4.2)
4.4	Registrant's Specimen Certificate for Ordinary Shares (incorporated herein by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form F-1 (File No. 333-233688), filed with the SEC on September 9, 2019)
4.5	2020 Employee Equity Plan
4.6	2020 Restricted Stock Unit Plan for North America Employees
5.1	Opinion of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB
23.1	Consent of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB (contained in Exhibit 5.1)
23.2	Consent of Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Independent Registered Public Accounting Firm
24.1	Power of Attorney (included on signature page)

Item 9. Undertakings.

a. The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) It will remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

b. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

c. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Mainz, Germany, on February 18, 2021.

BIONTECH SE

By: /s/ PROF. UGUR SAHIN, M.D.
Name: Prof. Ugur Sahin, M.D.
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Prof. Ugur Sahin, M.D., Özlem Türeci, Sean Marett, Sierk Poetting and Ryan Richardson and each of them, individually, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead in any and all capacities, in connection with this registration statement, including to sign in the name and on behalf of the undersigned, this registration statement and any and all amendments hereto, including post-effective amendments and registration statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement on Form S-8 has been signed by the following persons on February 18, 2021 in the capacities indicated.

Signature	Title
<u>/s/ PROF. UGUR SAHIN, M.D.</u> Prof. Ugur Sahin, M.D.	Chief Executive Officer (Principal Executive Officer)
<u>/s/ DR. SIERK POETTING</u> Dr. Sierk Poetting	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
<u>/s/ HELMUT JEGGLE</u> Helmut Jeggle	Chair of the Supervisory Board
<u>/s/ MICHAEL MOTSCHMANN</u> Michael Motschmann	Director
<u>/s/ PROF. CHRISTOPH HUBER, M.D.</u> Prof. Christoph Huber, M.D.	Director
<u>/s/ DR. ULRICH WANDSCHNEIDER</u> Dr. Ulrich Wandschneider	Director

SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE OF REGISTRANT

Pursuant to the requirements of the Securities Act, the undersigned, the duly authorized representative in the United States of BioNTech SE has signed this registration statement on February 18, 2021.

BIONTECH US INC.

/s/ BRIAN KICKHAM

Name: Brian Kickham

Title: Secretary

ARTICLES OF ASSOCIATION OF BIONTECH SE

I. General Provisions

§ 1 Company Name, Registered Office and Financial Year

- (1) The name of the Company is “BioNTech SE”.
- (2) The Company has its registered office in Mainz, Germany.
- (3) The financial year is the calendar year.

§ 2 Purpose of Enterprise

- (1) The purpose of the Company is the research and development, manufacture and marketing of immunological and RNA-based drugs and test methods for the diagnosis, prevention and treatment of cancer, infectious diseases and other serious diseases.
- (2) The Company may undertake all transactions and actions that are expedient for serving the Company’s purpose. It is also authorized to establish and acquire other companies and to invest in other companies, as well as to manage such companies or to limit itself to the administration of the investment.

§ 3 Announcements

All of the Company’s announcements shall be made exclusively in the German Federal Gazette (Bundesanzeiger).

II. Share Capital and Shares

§ 4 Amount and Division of Share Capital; Deviating Profit Participation

- (1) The Company’s share capital totals EUR 246,310,081 and is divided into 246,310,081 no-par value shares.
- (2) Any right of the shareholders to request that share certificates be issued is excluded, to the extent permitted by law or unless certification is required under applicable stock exchange rules where the shares or rights or certificates representing them are admitted for trading. Global certificates for shares may be issued. Form and content of these certificates shall be determined by the Management Board.
- (3) The shares are registered shares.
- (4) In the event of a capital increase, the profit participation of new shares may be determined in deviation from section 60(2) sentence 3 German Stock Corporation Act (*AktG*).

- (5) The Management Board is authorized, with the consent of the Supervisory Board, to increase the Company's share capital in the period up to 18 August 2024 on one occasion or on multiple occasions by up to a total of EUR 91,812,171 by issuing up to 91,812,171 new, no-par value registered shares against contributions in cash or in kind (Authorized Capital). In principle, the shareholders are to be granted a subscription right. The shares may also be acquired by one or more banking institution(s) or one or more companies operating according to section 53(1) sentence 1 Banking Act (*Kreditwesengesetz; KWG*) or section 53b(1) sentence 1 or (7) KWG, with the requirement that the shares are offered to the Company's shareholders for purchase (so-called indirect subscription right). The Management Board is authorized to exclude the subscription right of shareholders in one or more instance(s) of a capital increase as part of the Authorized Capital, subject to Supervisory Board approval,
- (a) to exclude fractional amounts from the subscription right,
 - (b) in the case of a capital increase against cash contributions, if the issue price of the new shares is not significantly lower than the market price of the Company's shares already listed on the stock exchange at the time the issue price is finally determined. However, this authorization shall only apply provided that the shares issued excluding subscription rights in accordance with section 186(3) sentence 4 AktG may not exceed a total of 10% of the share capital either at the time this authorization takes effect or - if this amount is lower - at the time this authorization is exercised. This limit of 10% of the share capital includes shares which are issued or disposed of during the term of this authorization until the date of its exercise in direct or equivalent application of section 186(3) sentence 4 AktG. Shares which are used to service bonds with convertible or option rights or convertible obligations are to be offset against the 10% limit if these bonds were issued under exclusion of shareholder subscription rights in accordance with section 186(3) sentence 4 AktG during the entitlement period. Treasury shares are to be offset against the 10% limit, where they were disposed of by the Company during the term of this authorization with the exclusion of subscription rights pursuant to or in analogous application of section 186(3) sentence 4 AktG;
 - (c) in the case of capital increases in exchange for contributions in kind, in particular in order to be able to offer the shares to third parties when purchasing companies, parts of companies or interests in companies as well as licenses or industrial property rights;
 - (d) in order to grant subscription rights to new shares to holders of conversion or option rights in respect of bonds issued by the Company or its subordinated domestic or foreign group companies, to the extent to which they would be entitled after exercising their conversion or option rights or after fulfilling an agreed conversion obligation;

- (e) to implement an election dividend (*scrip dividend*/share dividend) by which shareholders are given the option to contribute their dividend entitlements to the Company (either in whole or part) as a contribution in kind against issuance of new shares in the Company;
- (f) in capital increases, in each case if excluding subscription rights, according to the assessment by the Management Board, is expedient to the shares' successful placement in view of the requirements of eligible investors and if the discount by which the issue price of the shares may be below the current stock exchange price at the time the Management Board adopts the resolution on using authorized capital, according to the assessment by the Management Board, does not exceed the extent necessary for a successful placement and in any case does not exceed 10% of either the latest available closing price at the time when the issue price is fixed or the volume-weighted average price over a period of up to five trading days ending on the day on which the issue price is so fixed,
- (g) in case shares are to be issued to a member of the Management Board of the Company or to another person who is employed by the Company or one of its affiliates and a minimum holding period of at least one year and the obligation to transfer back the shares in the event that the beneficiary is not employed by the Company or one of its affiliated companies for the entire duration of the holding period or any other agreed period is agreed upon. Additional restrictions with regard to the shares issued may be agreed upon and
- (h) to satisfy an option to acquire additional shares or American Depositary Shares agreed with issuing banks in connection with a public offer of the Company's shares in the form of American Depositary Shares.

The total number of new shares issued from the Authorized Capital and under exclusion of subscription rights pursuant to sentence 4 lit. a) to c) and f) above may not exceed 20% of the share capital, either at the time this sentence 5 as amended by the resolution of the General Meeting of 26 June 2020 takes effect or – if lower – at the time it is utilized. To be taken into account in the aforementioned 20%-limit are: (i) those shares issued or to be issued to satisfy conversion or option rights or conversion or option obligations or tender rights of the issuer under bonds, if the bonds have been issued during the term of this authorization up to the time of its exercise, excluding the subscription rights of shareholders, as well as (ii) treasury shares that have been disposed under exclusion of subscription rights during the term of this authorization (except in the case of lit. b) para (v), (vi) or (vii) of the resolution to item no. 8 of the General Meeting of 19 August 2019).

The new shares participate in the profits as of the beginning of the first fiscal year for which the annual financial statements have not yet been submitted to the General Meeting at the time of registration of the implementation of the capital increase. The Management Board is authorized to determine further details of the capital increase and its implementation with the consent of the Supervisory Board.

- (6) The share capital is conditionally increased by up to EUR 21,874,806 by issuing up to 21,874,806 new registered no-par value shares each representing a notional value of EUR 1.00 of the share capital (Conditional Capital ESOP 2017/2019). The sole purpose of the Conditional Capital ESOP 2017/2019 is the grant of rights to holders of stock options issued by the Company under the authorization granted by the General Meeting of 18 August 2017 under agenda item 5.a), also in the version of such authorization as amended by resolution of the General Meeting of 19 August 2019 on agenda item 6.a) (together the “Authorization 2017/2019”). The shares shall be issued at the strike price determined in accordance with the provisions of the Authorization 2017/2019 in the version applicable at the time of its exercise. The conditional capital increase shall only be implemented to the extent that the holders of the stock options issued by the Company under the Authorization 2017/2019 exercise their subscription rights and the Company does not satisfy the stock options by delivering treasury shares or by a cash payment. The new shares shall be entitled to dividends from the beginning of the previous financial year if they are created by the exercise of subscription rights up until the start of the Annual General Meeting of the Company, and otherwise from the beginning of the financial year in which they are created as a result of the exercise of the stock options.
- (7) The share capital is conditionally increased by up to EUR 87,499,260 by issuing up to 87,499,260 new registered no-par value shares, each representing a notional value of EUR 1.00 of the share capital (Conditional Capital WSV 2019). The conditional capital increase shall only be carried out to the extent that the holders or creditors of option rights or conversion rights or those under an obligation to convert under warrant-linked or convertible bonds issued in return for cash contributions and issued or guaranteed by the Company or by a subordinate Company group entity up to, and including, 18 August 2024 based on Management Board authorisation as per the shareholder resolution conferring such authorisation passed at the General Meeting of 19 August 2019 avail of their option rights or conversion rights or where they are under an obligation to convert, to the extent they satisfy their obligation to convert, or to the extent that the Company exercises a right to choose to grant Company shares, in whole or in part instead of paying a monetary amount due, and to the extent cash compensation is not granted in each relevant case or treasury shares or shares of another stock-listed company are not utilised for servicing. The new shares are issued at the warrant exercise price or conversion price to be determined in each case in accordance with the aforementioned resolution granting authorisation. The new shares shall carry an entitlement to dividends from the beginning of the financial year in which they are created; as far as the law permits, the Management Board can confer dividend rights of new shares in derogation of the foregoing and of section 60(2) AktG and also for a financial year that has already ended. The Management Board is authorised, subject to Supervisory Board approval, to determine the further details for implementing the conditional capital increase.

- (8) To the extent that the above paragraphs provide for authorized or conditional capital, the Supervisory Board is authorized to amend the wording of the Articles of Association after expiry of the period for utilization of the authorized capital and in accordance with the extent of capital increases carried out on the basis thereof.

III. The Executive Bodies of the Company

§ 5 Two-Tier System

- (1) The Company has a two-tier management and supervisory system consisting of a management body (Management Board) and a supervisory body (Supervisory Board).
- (2) The Company's executive bodies are the Management Board, the Supervisory Board and the General Meeting.

IV. Management Board

§ 6 Composition

- (1) The Management Board shall consist of at least two persons. The members of the Management Board are appointed for a maximum term of five years. Reappointments are permitted.
- (2) The number of members of the Management Board is otherwise determined by the Supervisory Board.
- (3) The appointment of deputy members of the Management Board is permissible.

§ 7 Management, Representation

- (1) The members of the Management Board shall conduct the business of the Company in accordance with the law, the Articles of Association and the rules of procedure issued by the Supervisory Board.
- (2) The Company shall be represented by two members of the Management Board or by one member of the Management Board jointly with one holder of a general commercial power of representation (*Prokurist*). If only one member of the Management Board is appointed, the Company will be represented by this individual alone. The Supervisory Board may grant one, several or all members of the Management Board sole power of representation.

- (3) The Supervisory Board may, by resolution, authorize members of the Management Board in general or in individual cases to conclude legal transactions simultaneously for the Company and as representatives of a company affiliated with the Company within the meaning of section 15 AktG as well as in individual cases simultaneously for the Company and as representatives of a third party.
- (4) The Supervisory Board may appoint a spokesman or a chairperson of the Management Board.
- (5) Furthermore, the Supervisory Board shall issue rules of procedure for the Management Board and shall determine in particular which types of business may only be transacted with its consent.

§ 8 Passing of Resolutions

- (1) The Management Board is quorate if all members of the Management Board are invited and at least half of its members participate in the adoption of the resolution, unless otherwise required by mandatory law. Members of the Management Board may cast their vote in writing, by telephone, by telefax or by means of electronic media.
- (2) The resolutions of the Management Board are passed by a majority of the votes cast, unless otherwise required by mandatory law. Abstentions shall not be taken into account. In the event of a tie the chairperson shall have a casting vote, if such person has been appointed. This does not apply to a spokesman of the Management Board who may have been appointed.

V. Supervisory Board

§ 9 Composition, Term of Office and Remuneration

- (1) The Supervisory Board shall comprise of four members.
- (2) Unless the General Meeting resolves on a shorter period when electing individual Supervisory Board members to be elected by it or for the full Supervisory Board, the Supervisory Board members shall be elected for a period ending no later than the end of the General Meeting which resolves on the discharge for the fourth financial year after the election. The fiscal year in which the term of office begins is not included in this calculation. Re-election is possible.
- (3) The successor to a member who leaves the Supervisory Board before the end of his or her term of office shall only be elected for the remainder of the term of office of the member who has left the Supervisory Board.
- (4) When electing Supervisory Board members, the General Meeting may for the same period elect a substitute member for several or all Supervisory Board members or as many substitute members as Supervisory Board members and determine the order in which they shall replace the Supervisory Board members who leave the Supervisory Board during their term of office for the remaining term of office.

- (5) Each member of the Supervisory Board may resign from office by submitting a written declaration to the Management Board. A period of one month must be observed.
- (6) In addition to reimbursement of their expenses, the members of the Supervisory Board receive an annual remuneration of EUR 50,000, the chairperson three times this amount and the deputy chairperson one and a half times this amount. The chairperson of the Audit Committee receives an additional annual remuneration of EUR 20,000. The members of the Supervisory Board who are only members of the Supervisory Board for part of the fiscal year or who chair or deputy chair the Supervisory Board or the Audit Committee receive the respective remuneration pro rata temporis. The same shall apply if this provision or a specific version of this provision is only in force for part of the financial year. If the reimbursement of out-of-pocket expenses or the remuneration is subject to value-added tax, value-added tax shall be payable in addition.

§ 10 Chairperson and deputy

- (1) The Supervisory Board shall elect a chairperson and a deputy chairperson from among its members for the duration of its term of office. In these elections the oldest member of the Supervisory Board in terms of age is the chairperson. The deputy shall have the rights of the chairperson if the latter is prevented from attending or delegates his or her representation to him or her.
- (2) If the chairperson or his/her deputy departs prematurely from their office, then the Supervisory Board shall immediately hold a new election to cover the remaining term of office.

§ 11 Convening and passing resolutions

- (1) As far as possible, the Supervisory Board shall be convened in each calendar quarter. It must be convened twice every calendar half-year.
- (2) The meetings of the Supervisory Board shall be convened by the chairperson verbally, by telephone, in writing, by fax or by email, stating the agenda.
- (3) The Supervisory Board is quorate if at least three members participate in the adoption of the resolution. A member also participates in the adoption of a resolution if he or she abstains from voting.
- (4) Resolutions require a majority of the votes cast by the members of the Supervisory Board not taking into account any abstentions. In the case of a tie, the votes of the chairperson of the Supervisory Board or, if he does not participate in the passing of the resolution, the vote of the spokesman of the Supervisory Board shall be the casting vote.

- (5) Resolutions of the Supervisory Board are in principle passed at meetings with personal attendance of the members of the Supervisory Board. Absent members of the Supervisory Board may submit their written vote through another member of the Supervisory Board. Unless the chairperson of the Supervisory Board states otherwise in the invitation due to special circumstances of the individual case, it is permissible for Supervisory Board members to participate and cast their vote in a face-to-face meeting by telephone. The Supervisory Board may also vote without convening a meeting by doing so in writing, by telephone, fax, video conference or email, or in a combined resolution. The chairperson shall decide on the form in which resolutions are to be passed. The Rules of Procedure for the Supervisory Board may stipulate that resolutions are to be postponed in individual cases to be specified in more detail.
- (6) Minutes shall be taken of the meetings of the Supervisory Board and signed by the chairperson of the meeting. If resolutions are passed outside meetings, the minutes must be signed by the chairperson of the Supervisory Board and forwarded to all members without delay.
- (7) The chairperson is authorized to on behalf of the Supervisory Board make the declarations required to implement the resolutions and to receive the declarations addressed to the Supervisory Board.
- (8) The Supervisory Board is empowered to resolve upon changes and amendments to the Articles of Association as long as such changes only affect the wording.

§ 12 Rules of Procedure

The Supervisory Board may issue Rules of Procedure for itself within the framework of the statutory provisions and the provisions of these Articles of Association.

§ 13 Committees

The Supervisory Board may form committees and may refer items for resolution to these committees within the scope of what is permitted by law.

VI. General Meeting

§ 14 Venue and convocation

- (1) The General Meeting shall take place within the first six months of the expiry of the fiscal year at the registered office of the Company or in a German city with at least 500,000 inhabitants.
- (2) The General Meeting shall be convened by the Management Board or by the Supervisory Board.

- (3) Extraordinary General Meetings shall be convened when the best interests of the Company so require.
- (4) The General Meeting may also be summoned via mail (also via simple letter) or via e-mail. The postal and electronic addresses registered in the share register are authoritative.

§ 15 Chairing the General Meeting, Right to Participate, Participation of Supervisory Board Members

- (1) The General Meeting shall be chaired by the chairperson of the Supervisory Board or, in his/her absence, by his/her deputy or, in his/her absence, by another person determined by the Supervisory Board. If no such determination has been made, the chairperson of the meeting shall be elected by the General Meeting.
- (2) Shareholders registered in the share register are entitled to participate and exercise their voting rights in the General Meeting if they are registered with the Company in good time. The registration to attend the General Meeting must be in German or English and must be received by the Company at least six days prior to the meeting, unless a shorter period, expressed in days, is provided for in the invitation to the General Meeting, at the address and in the form (written form, text form or another (electronic) form further specified by the Company) as stipulated in such invitation. The day of the General Meeting and the day of receipt shall not be counted.
- (3) The chairperson of the meeting shall determine the order of items on the agenda as well as the type and form of voting. The chairperson is authorized to limit the question and speaking rights of the shareholders, as appropriate and to the extent permitted by law. In particular, he/she is authorized, at the beginning or during the course of the General Meeting, to set a reasonable time limit for the entire General Meeting, for discussion of particular items on the agenda or for any particular speech or question. Furthermore, the chairperson of the General Meeting may prematurely close the list of requests to speak and close the debate, as far as this is necessary for the proper execution of the General Meeting.
- (4) The chairperson of the General Meeting may permit the video and audio transmission of the General Meeting in whole or in part, including a transmission via the Internet.

§ 16 Procedure, Minutes

- (1) Each share carries one vote.
- (2) Voting rights may be exercised by representatives. The power of attorney must be granted in text form by other means. The details shall be determined by the Company. They will be announced with the invitation to the General Meeting.

- (3) The Management Board is authorized to provide for shareholders to vote without attendance in the General Meeting in written form or by way of electronic communication (postal vote) as well as participate in the General Meeting and exercise all or some of their rights in whole or in part by means of electronic communication without physical participation and without being represented by a proxy (online participation). The Management Board determines the details of the postal vote as well as the scope and procedure of online participation in the invitation to the General Meeting.
- (4) Members of the Supervisory Board can attend the meeting by way of video and audio broadcast if they are resident abroad, if permitted by amendments to the law after the entry into force of this paragraph (4) in the version resolved by the General Meeting on 26 June 2020 either in general or subject to a corresponding permission by the Articles of Association, or if the requirements defined by law for such type of attendance are met.
- (5) The Management Board can decide that the General Meeting shall be held without the physical presence of the shareholders or their proxies (virtual general meeting) if so allowed by law and if the statutory requirements are met for holding a General Meeting in the form of a virtual General Meeting.
- (6) Minutes shall be kept of the proceedings and shall be signed by the chairperson of the Supervisory Board unless a notarial record is required by law.

§ 17 Resolution

- (1) Unless a larger majority is required by law or these Articles of Association, resolutions of the General Meeting shall be adopted by a simple majority of the votes cast. To the extent that statutory provisions also require a majority of the share capital present at the time the resolution is adopted, a simple majority of the share capital present shall suffice, unless a larger majority is required by law. In the event of an undecided vote, an agenda item shall be deemed rejected.
- (2) However, unless a larger majority is required by law, resolutions to amend the Articles of Association require a majority of at least two-thirds of the votes cast and of the share capital represented, if at least half of the share capital is not represented.
- (3) Should no majority be obtained in the first ballot in elections, the candidates with the two highest numbers of votes reached shall be put on a shortlist. If the election results in a tie between these two candidates, the decision shall be made by lot.

VII. Annual Financial Statements, Appropriation of Profits

§ 18 Annual Financial Statements, Management Report

- (1) The Management Board shall prepare the Annual Financial Statements and any Management Report as well as the Consolidated Financial Statements and any Group Management Report for the past financial year within the statutory period.
- (2) The Management Board shall submit the Annual Financial Statements and any Management Report as well as the Consolidated Financial Statements and any Group Management Report to the Supervisory Board immediately after they have been prepared, together with its proposal to the General Meeting for the appropriation of net profit.
- (3) The Supervisory Board shall examine the Annual Financial Statements, any Management Report of the Management Board, the Consolidated Financial Statements and any Group Management Report and the proposal for the appropriation of net profits, and shall report the results of its examination in writing to the General Meeting. It must forward its report to the Management Board within one month of receipt of the documents. Should the Supervisory Board approve the Annual Financial Statements after examination, they shall be adopted unless the Management Board and Supervisory Board decide to leave the adoption of the Annual Financial Statements to the General Meeting.

§ 19 Retained Earnings

- (1) Should the Management Board and the Supervisory Board adopt the Annual Financial Statements, they may transfer amounts of up to half of the net profit for the year to retained earnings. In addition, they are authorized to transfer amounts to retained earnings of up to a further quarter of the net profit for the year, as long as the retained earnings do not exceed half of the share capital or insofar as they would not exceed half of the share capital after the transfer.
- (2) When calculating the portion of the net profit to be transferred to retained earnings in accordance with paragraph (1), allocations to the statutory reserve and accumulated losses carried forward shall be taken into account in advance.
- (3) The General Meeting shall resolve on the appropriation of profits retained resulting from the adopted Annual Financial Statements. It may allocate further portions of the profits retained to retained earnings, carry these profits forward to a new account – also by way of distribution in kind - or distribute them among the shareholders.

VIII. Legal Disputes

§ 20 Jurisdiction of the US Federal Courts

In the case of litigation on the grounds of or in connection with federal or state capital market laws of the United States of America, only the United States District Court for the Southern District of New York or, in the case of it being replaced by any other first-instance Federal Court of the United States of America having judiciary over the borough of Manhattan, such court, shall be the competent court of jurisdiction, in each case insofar as this may be determined by these Articles of Association. This shall not affect any exclusive international jurisdiction under German or European law of the court located at the Company's registered office.

IX. Expenses

§ 21 Formation expenses

- (1) The formation costs of the Company shall be borne by FORATIS AG.
- (2) The Company shall bear the expenses of the formation of BioNTech SE by conversion of BioNTech AG into a European company (SE) in the amount of up to EUR 100,000.

BioNTech SE
2020 EMPLOYEE EQUITY PLAN
EFFECTIVE 15 DECEMBER 2020

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BACKGROUND

An attractive and competitive remuneration program is essential for the recruitment and long-term commitment of highly qualified employees.

Therefore, BioNTech SE (“*BioNTech*” or the “*Company*”) is implementing this 2020 Employee Equity Plan for Employees (the “*Plan*”) as a long-term remuneration component for employees of BioNTech and its direct and indirect subsidiaries (collectively, the “*Group*”) other than those who are resident in North America. Under the Plan, the Company is authorized to grant “Restricted Stock Units” (“*RSUs*” or “*Units*” and each a “*RSU*” or “*Unit*”) to eligible individuals, which—if certain requirements are met—provide the individual with a cash payment, the amount of which depends on the quoted price on the Nasdaq Global Select Market or successor trading market thereto (“*Nasdaq*”) of American Depositary Shares (“*ADSs*”), each representing one ordinary share of the Company with no par value and a nominal amount attributable to each share of €1.00 (the “*Shares*”). The Plan shall also include a substitution right of the Company, permitting it to settle RSUs by delivering ADSs or Shares instead of cash under certain circumstances.

ARTICLE 1 ADMINISTRATION

- 1.1. The Plan shall be administered by the “*Administrator*”, which shall be the Company’s Management Board (*Vorstand*), provided that, to the extent permitted by applicable law and the Company’s governing documents, the Company’s Management Board (*Vorstand*) may delegate any or all of its powers under the Plan to one or more committees or officers of the Company.
- 1.2. The Administrator shall have full discretionary authority to grant awards under the Plan, construe and interpret the Plan and any Award Agreements (as defined below) and to determine all facts necessary to administer the Plan and any Award Agreements. All decisions by the Administrator shall be made in its discretion, exercised in good faith, and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award.

ARTICLE 2 ELIGIBILITY

RSUs may be granted to employees of the Group other than those who are resident in the United States or Canada. Individuals who receive RSUs are referred to as “*Participants*”.

ARTICLE 3 PLAN VOLUME AND GRANT OF RSUs

- 3.1. Under the Plan, an unlimited number of RSUs may be granted, of which up to an aggregate of 2,000,000 RSUs may provide for settlement in ADSs or Shares. Those ADSs or Shares underlying RSUs that may be settled in ADSs or Shares will once again be available for future grants under the Plan upon the forfeiture or termination of such RSUs prior to settlement, settlement in cash of such RSUs, if such ADSs or Shares are withheld to cover tax withholding or if such ADSs or Shares are retransferred to the Company following settlement.
 - 3.2. The Administrator will determine the number of RSUs to be granted to a Participant by way of a separate award agreement (an “*Award Agreement*”). Subject to the Plan, each Award Agreement shall include provisions, terms and conditions applicable to the award which may include, but are not limited to, the vesting schedule, settlement date, restrictions, payment contingencies and satisfaction of any performance criteria, as the Administrator may deem appropriate, provided that such provisions shall comply with any applicable legal requirements. All of the terms and conditions of an award shall be as set forth in the applicable Award Agreement or in the Plan.
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**ARTICLE 4
TREATMENT UPON TERMINATION**

Except as otherwise specified in an Award Agreement, upon termination of a Participant's employment relationship with the Group due to death, disability, retirement, or termination without cause and not during a probation period, such Participant shall retain those RSUs subject to each outstanding Award Agreement as of the date of termination that have already vested pursuant to the terms of the applicable Award Agreement. Except as otherwise specified in an Award Agreement and this Article 4, upon termination of a Participant's employment, any outstanding and unvested RSUs shall be automatically forfeit.

**ARTICLE 5
SETTLEMENT**

- 5.1. Upon satisfaction of any vesting or other applicable conditions to be specified in an applicable Award Agreement (such date being the "**Settlement Date**"), RSUs shall be settled in cash, ADSs, or Shares, in accordance with Sections 5.2, 5.3, and/or 5.4, as applicable, at the Company's election in writing to the Participant or other beneficiary pursuant to Section 6.2. An Award Agreement may—but need not—specify that settlement shall only occur in cash, in ADSs, or in Shares. Except as otherwise provided in the applicable Award Agreement, RSUs may be settled in ADSs, Shares, cash or a combination thereof, as will be determined by the Administrator in its sole discretion. Except as otherwise provided in the applicable Award Agreement, the Administrator shall cause cash amounts to be paid, or ADSs or Shares to be transferred, as applicable, within 10 working days following the Settlement Date.
 - 5.2. RSUs may be settled by issuance of Shares at an issue price of €1 per Share or transfer of Shares of the Company held in treasury. In the case of a settlement under this Section 5.2 by issuance of Shares at an issue price of €1 per Share, the number of Shares to be issued shall be the number of vested RSUs plus an additional number of Shares to compensate for the cost of paying the issue price on the vested RSUs (such additional number of Shares to be calculated by reference to the closing sale price of an ADS on Nasdaq on the Settlement Date, rounded down to the nearest whole number).
 - 5.3. RSUs may be settled by issuance of ADSs at an issue price of €1 per underlying Share or transfer of ADSs representing treasury shares held by the Company. In the case of a settlement under this Section 5.3 by issuance of ADSs at an issue price of €1 per underlying Share, the number of ADSs to be issued shall be the number of vested RSUs plus an additional number of ADSs to compensate for the cost of paying the issue price on the vested RSUs (such number of additional ADSs to be calculated by reference to the closing price of an ADS on Nasdaq on the Settlement Date, rounded down to the nearest whole number).
 - 5.4. RSUs may be settled by payment in the form of cash (a "**Cash Settlement**"). In the case of a Cash Settlement, the amount payable shall be the value of the ADSs that would be transferred pursuant to Section 5.3 in absence of this Section 5.4, calculated on the basis of the closing price of the ADSs on Nasdaq on the Settlement Date.
 - 5.5. Any RSU settled in ADSs or Shares shall include such provisions as are required by the applicable shareholder resolution authorizing the issuance or transfer of the ADS or the Shares. In the event of a settlement in ADSs or Shares (in both cases, the "**Share Settlement**"), the Participant will be required to take all measures necessary to effect the Share Settlement, including, for example, the payment of the issue price and the execution of a subscription form (in the case of the issuance of Shares) as well as the opening of an account to which the ADSs or Shares may be booked. In the case of a Share Settlement, the Company may make such settlement by issuing new Shares (including those in the form of new ADSs in the case of a settlement under Section 5.3) or by transferring Shares held by the Company.
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- 5.6. All payments to be made under the Plan or any Award Agreement shall be made in Euro. For the purpose of calculating any sums due under or in connection with an Award Agreement, amount expressed in Dollars shall be converted into Euro equivalents using the Company's standard conversion methodology consistent with IFRS.

ARTICLE 6
TRANSFERABILITY, BENEFICIARIES, AND SHAREHOLDER RIGHTS

- 6.1. Neither the RSUs nor the rights of any Participant under any RSU or under the Plan are assignable or otherwise transferable except as provided in this Section 6.
- 6.2. The RSUs are transferable only by will or applicable laws of descent upon the death of the relevant Participant. Notwithstanding the terms of the applicable Award Agreement, the Company shall have the right to effect a Cash Settlement of any RSUs held by a beneficiary. If permitted by the Company's Management Board (*Vorstand*) by separate declaration, the Administrator may, from time to time, prescribe a form on which a Participant may designate, or change, such Participant's beneficiary/ies under the Plan.
- 6.3. No Participant shall become a shareholder or ADS holder or obtain any rights of a shareholder or ADS holder, including any voting rights, by virtue of participation in the Plan or by the receipt, holding or vesting of RSUs. A Participant shall become a holder of ADSs or Shares, as the case may be, with respect to RSUs only following a Share Settlement in accordance with the Plan and subject to all conditions imposed hereunder and under the applicable Award Agreement. No dividends or dividend equivalents shall be payable with respect to RSUs or otherwise under the Plan.

ARTICLE 7
CHANGE IN CONTROL

If a third party gains control of the Company or of the entity in the Group employing a Participant (a "***Change in Control***"), all outstanding and unvested RSUs held by the affected Participants shall vest in full as of immediately prior to such Change in Control. In the event of a Change in Control, the Company shall have the discretion to provide (a) for a Cash Settlement of RSUs, which may be based on the formula in Section 5.4 or based on the value of the consideration payable in the Change in Control, (b) that RSUs may be settled via the form of consideration payable in the Change of Control, or (c) for any combination of (a), (b) and/or settlement in ADSs or Shares. The existence of a Change in Control shall be determined by analogous application of Section 29 f. of the German Securities Acquisitions and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) with the proviso that ADSs are equivalent to voting rights from Shares.

ARTICLE 8
ADJUSTMENT IN CASE OF SPECIFIC CAPITAL AND OTHER STRUCTURAL
MEASURES

- 8.1. In the event of a reduction in the number of Shares by merging Shares without capital reduction (reverse share split) or an increase in the number of Shares without capital increase (share split) (each, an “*Adjustment Event*”), the number of RSUs granted hereunder will change in the same proportion.
- 8.2. If an adjustment occurs in accordance with this Article 8, fractions of ADSs or Shares will not be granted nor will they be compensated by a payment in cash.

ARTICLE 9
INSIDER TRADING AND BLACK-OUT PERIODS

- 9.1. Any transaction in the ADSs or Shares granted in case of a Share Settlement (each a “*Transaction*”) must be conducted in compliance with (i) all applicable insider trading laws and regulations, and (ii) all provisions of any insider trading rules established by the Company ((i) and (ii) together the “*Insider Trading Rules*”). Each Participant is personally responsible for informing himself or herself about, and acting in full compliance with, all applicable Insider Trading Rules. Any individual non-compliance with applicable Insider Trading Rules may lead to the imposition of civil and criminal penalties (as the case may be).
- 9.2. The Company may postpone or delay the settlement of any RSUs by way of a Cash Settlement or Share Settlement or a combination of both to a later point in time due to restrictions under applicable laws and regulations or rejections from competent authorities.
- 9.3. In order to minimize the potential for prohibited insider trading, the Company’s Management Board (*Vorstand*) may establish in its sole discretion periods from time to time during which all or some of the Participants may not engage in transactions involving ADSs or Shares granted in case of a Share Settlement.

ARTICLE 10
FORFEITURE AND CLAWBACK

- 10.1. Any outstanding and unsettled awards shall be subject to forfeiture in the event of (i) the Participant’s termination of employment for cause, (ii) the Participant’s material violation of material company policies, (iii) the Participant’s breach of any noncompetition, confidentiality or other restrictive covenants with the Group that may apply to such Participant, or (iv) other material misconduct by the Participant that is, or could reasonably be expected to be, detrimental to the business or reputation of the Company or any other entity in the Group.
- 10.2. All awards under this Plan (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or settlement of RSUs or the receipt or resale of any ADSs or Shares) will be subject to any Group claw-back policy, including any claw-back policy adopted to comply with applicable laws (including the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as set forth in such claw-back policy or the Award Agreement.
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**ARTICLE 11
TAXES AND WITHHOLDING**

- 11.1. Each Participant is obligated to make appropriate arrangements with the Company (or the entity in the Group employing the Participant) for the satisfaction of all income, employment and other tax and social security contribution withholding requirements applicable to the award, vesting or settlement of RSUs. The Company may refuse to settle RSUs and refuse to deliver Shares, ADSs, cash or other compensation upon settlement if such withholding amounts are not delivered at the time of settlement. Regardless of the amounts withheld, the Participant shall remain responsible for taxes owed by the Participant in connection with RSUs.
- 11.2. The Participant is subject to a strict obligation of confidentiality with regard to the Participant's participation in the Plan and the terms thereof, unless the Participant is legally obliged to make such disclosure. Notwithstanding the preceding sentence, the Participant may provide such information to his bona fide advisors who are subject to confidentiality obligations imposed by law or contract.

**ARTICLE 12
FORM REQUIREMENTS**

- 12.1. Any legal statements and other notices in connection with the Plan or an Award Agreement (collectively, the "*Notices*") shall be made in text form or electronic form (e.g., email) unless any other specific form is required by applicable law or the Plan or applicable Award Agreement. Any Notice to be delivered to the Company under the Plan shall be addressed by email to LTI@biontech.de. The Company shall communicate changes in the address set forth in the previous sentence as soon as possible to the Participants. In the absence of such communication, the address stated above shall remain in place.
- 12.2. Any Notice to be given to a Participant may be served by being sent to him/her by email or to his/her home or business address. Each Participant shall communicate changes of address as soon as possible to the Company.

**ARTICLE 13
GOVERNING LAW**

The Plan, any RSUs granted hereunder and each Award Agreement shall be exclusively governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws. The courts in Mainz shall have jurisdiction to resolve any disputes arising out of or in connection with the Plan, to the extent permitted by law.

**ARTICLE 14
EFFECTIVE DATE, AMENDMENT, AND TERMINATION**

- 14.1. The Plan shall become effective on 15 December 2020. It shall continue in effect until December 31, 2023 unless sooner terminated, provided that upon termination of the Plan, any outstanding awards shall continue in effect, subject to the terms of the Plan, including Section 14.2.
- 14.2. Subject to the requirements of applicable law, the Company may at any time amend, suspend or terminate the Plan, and the Company or the Administrator may amend, suspend or terminate any outstanding award of RSUs hereunder; provided that any such amendment, suspension or termination shall require the consent of a Participant whose RSUs are impacted unless the Company or the Administrator determines that such RSUs are not materially and adversely impacted or that such amendment, suspension or termination is required by applicable law, including the Corporate Governance Code (*Corporate Governance Kodex*).
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ARTICLE 15
GENERAL PROVISIONS

- 15.1. In the Plan, the headings are inserted for convenience only and shall not affect the interpretation of the Plan; where a German term has been inserted in italics, it alone (and not the English term to which it relates) shall be authoritative for the purpose of the interpretation of the relevant English term in the Plan. The terms “including” and “in particular” shall always mean “including, without limitation” and “in particular, without limitation”, respectively. Any reference made in the Plan to any section without further indication of a law, an agreement or another document shall mean sections of the Plan. A “subsidiary” of a company shall mean an entity in which such company holds a direct or indirect controlling interest.
- 15.2. In the event that one or more provisions of the Plan shall, or shall be deemed to, be invalid or unenforceable, the validity and enforceability of the other provisions of the Plan shall not be affected thereby.
- 15.3. Neither the grant of an award under this Plan nor any term or provision of this Plan shall constitute or be evidence of any promise, undertaking, or obligation, express or implied, on the part of any entity in the Group, to make any future or other grant of an award under this Plan.
- 15.4. The Plan shall not confer upon any Participant any right to employment or service with any entity in the Group, nor shall it interfere in any way with any right of any entity in the Group to terminate a Participant’s employment or service.
- 15.5. The Plan shall be unfunded with respect to outstanding RSUs. A Participant’s, and any beneficiary’s, rights under the Plan are those of an unsecured creditor unless and until ADSs or Shares are issued to such Participant or beneficiary.
- 15.6. Unless otherwise specified by the applicable plan or policy, the value of RSUs shall not be included in a Participant’s compensation for purposes of other benefits provided by the Group.

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BioNTech SE

2020 RESTRICTED STOCK UNIT PLAN FOR NORTH AMERICA EMPLOYEES

EFFECTIVE DECEMBER 15, 2020

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BACKGROUND

An attractive and competitive remuneration program is essential for the recruitment and long-term commitment of highly qualified employees. BioNTech SE (“*BioNTech*” or the “*Company*”) is implementing this 2020 Restricted Stock Unit Plan for North America Employees (the “*Plan*”) as a long-term remuneration component for employees of BioNTech and its direct and indirect subsidiaries (collectively, the “*Group*”). Under the Plan, the Company is authorized to grant “Restricted Stock Units” (“*RSUs*”) and each a “*RSU*”) to eligible individuals, which—if certain requirements are met—provide the individual with cash payment, the amount of which depends on the quoted price on the Nasdaq Global Select Market or successor trading market thereto (“*Nasdaq*”) of American Depositary Shares (“*ADSs*”), each representing one ordinary share of the Company with no par value and a nominal amount attributable to each share of €1.00 (the “*Shares*”). The Plan shall also include a substitution right of the Company, permitting it to settle RSUs by delivering ADSs or Shares instead of cash under certain circumstances.

ARTICLE 1 ADMINISTRATION

- 1.1. The Plan shall be administered by the “*Administrator*”, which shall be the Company’s Management Board (*Vorstand*), provided that, to the extent permitted by applicable law and the Company’s governing documents, the Company’s Management Board (*Vorstand*) may delegate any or all of its powers under the Plan to any entity in the Group or one or more committees or officers of the Company or any entity in the Group.
- 1.2. The Administrator shall have full discretionary authority to grant awards under the Plan, construe and interpret the Plan and any Award Agreements (as defined below) and to determine all facts necessary to administer the Plan and any Award Agreements. All decisions by the Administrator shall be made in its discretion, exercised in good faith, and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award.

ARTICLE 2 ELIGIBILITY

RSUs may be granted to employees of the Group who are resident in North America, including in the United States and Canada. Individuals who receive RSUs are referred to as “*Participants*”.

ARTICLE 3 PLAN VOLUME AND GRANT OF RSUs

- 3.1. Under the Plan, an unlimited number of RSUs may be granted, of which up to an aggregate of 230,000 RSUs may provide for settlement in ADSs or Shares. Those ADSs or Shares underlying RSUs that may be settled in ADSs or Shares will once again be available for future grants under the Plan upon the forfeiture or termination of such RSUs prior to settlement, settlement in cash of such RSUs, or if such ADSs or Shares are withheld to cover tax withholding or if such ADSs or Shares are retransferred to the Company following settlement.

- 3.2. The Administrator will determine the number of RSUs to be granted to a Participant by way of a separate award agreement (an “*Award Agreement*”). Subject to the Plan, each Award Agreement shall include provisions, terms and conditions applicable to the award which may include, but are not limited to, the vesting schedule, settlement date, restrictions, payment contingencies and satisfaction of any performance criteria, as the Administrator may deem appropriate, provided that such provisions shall comply with any applicable legal requirements. All of the terms and conditions of an award shall be as set forth in the applicable Award Agreement or in the Plan.

ARTICLE 4 TREATMENT UPON TERMINATION

- 4.1. Except as otherwise specified in an Award Agreement, upon termination of a Participant’s employment relationship with the Group due to death or Disability (as defined below), such Participant shall vest in a Pro-Rata Portion (as defined below) of the RSUs subject to each outstanding Award Agreement as of the date of termination, to the extent such Pro-Rata Portion had not already vested pursuant to the terms of the applicable Award Agreement. Except as otherwise specified in an Award Agreement and this Section 4.1, upon termination of a Participant’s employment, any outstanding and unvested RSUs shall automatically forfeit.
- 4.2. As used herein:
- 4.2.1. “*Disability*” means the Participant is “disabled” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “*Code*”).
- 4.2.2. “*Pro-Rata Portion*” means the amount, rounded down to the nearest whole number, calculated by multiplying the number of RSUs subject to an Award Agreement by a fraction, the numerator of which is the number of complete months from the date of grant (or other specified vesting commencement date) to and including the date of termination, and the denominator of which is the number of complete months in the vesting period.

ARTICLE 5 SETTLEMENT

- 5.1. Upon satisfaction of any vesting or other applicable conditions to be specified in an applicable Award Agreement, RSUs shall be settled in cash, ADSs and/or Shares, in accordance with Section 5.2, 5.3 and/or 5.4, as applicable, at the Company’s election in writing to the Participant or other beneficiary pursuant to Section 6.2. An Award Agreement may—but need not—specify that settlement shall only occur in cash, ADSs, or Shares, and, except as otherwise provided in the applicable Award Agreement, RSUs may be settled in a combination thereof. Except as otherwise provided in the applicable Award Agreement, the Administrator shall cause cash amounts to be paid, or ADSs or Shares to be transferred, as applicable, within 90 days following the satisfaction of the vesting conditions, but, in any event, no later than March 15 of the year following the year in which the applicable RSUs vest.

- 5.2. RSUs may be settled by issuance of Shares at an issue price of €1 per Share or transfer of Shares of the Company held in treasury. In the case of a settlement under this Section 5.2 by issuance of Shares at an issue price of €1 per Share, the number of Shares to be issued shall be the number of vested RSUs plus an additional number of Shares to compensate for the cost of paying the issue price on the vested RSUs (such additional number of Shares to be calculated by reference to the closing sale price of an ADS on Nasdaq on the vesting date, rounded down to the nearest whole number).
- 5.3. RSUs may be settled by issuance of ADSs at an issue price of €1 per underlying Share or transfer of ADSs representing treasury shares held by the Company. In the case of a settlement under this Section 5.3 by issuance of ADSs at an issue price of €1 per underlying Share, the number of ADSs to be issued shall be the number of vested RSUs plus an additional number of ADSs to compensate for the cost of paying the issue price on the vested RSUs (such number of additional ADSs to be calculated by reference to the closing price of an ADS on Nasdaq on the vesting date, rounded down to the nearest whole number).
- 5.4. RSUs may be settled by payment in the form of cash (a “*Cash Settlement*”). In the case of a Cash Settlement, the amount payable shall be the value of the ADSs representing treasury shares held by the Company that would be transferred pursuant to the first sentence of Section 5.3 in absence of this Section 5.4, calculated on the basis of the closing price of the ADSs on Nasdaq on the vesting date.
- 5.5. Any RSU settled in ADSs or Shares shall include such provisions as are required by the applicable shareholder resolution authorizing the issuance or transfer of the ADS or the Shares. In the event of a settlement in ADSs or Shares (in both cases, the “*Share Settlement*”), the Participant will be required to take all measures necessary to effect the Share Settlement, including, for example, the payment of the issue price and the execution of a subscription form (in the case of the issuance of Shares) as well as the opening of an account to which the ADSs or Shares may be booked. In the case of a Share Settlement, the Company may make such settlement by issuing new Shares (including those in the form of new ADSs in the case of a settlement under Section 5.3) or by transferring Shares held by the Company.
- 5.6. For the purpose of calculating any sums due under or in connection with an Award Agreement, any conversions between Dollars and Euro equivalents shall use the Company’s standard conversion methodology consistent with International Financial Reporting Standards.

ARTICLE 6
TRANSFERABILITY, BENEFICIARIES, AND SHAREHOLDER RIGHTS

- 6.1. Neither the RSUs nor the rights of any Participant under any RSU or under the Plan are assignable or otherwise transferable except as provided in this Section 6.
- 6.2. The RSUs are transferable only by will or applicable laws of descent upon the death of the relevant Participant. Notwithstanding the terms of the applicable Award Agreement, the Company shall have the right to effect a Cash Settlement of any RSUs held by a beneficiary. If permitted by the Company's Management Board (*Vorstand*) by separate declaration, the Administrator may, from time to time, prescribe a form on which a Participant may designate, or change, such Participant's beneficiary/ies under the Plan.
- 6.3. No Participant shall become a shareholder or ADS holder or obtain any rights of a shareholder or ADS holder, including any voting rights, by virtue of participation in the Plan or by the receipt, holding or vesting of RSUs. A Participant shall become a holder of ADSs or Shares, as the case may be, with respect to RSUs only following a Share Settlement in accordance with the Plan and subject to all conditions imposed hereunder and under the applicable Award Agreement. No dividends or dividend equivalents shall be payable with respect to RSUs or otherwise under the Plan.

ARTICLE 7
CHANGE IN CONTROL

If a third party gains control of the Company or of the entity in the Group employing a Participant (a "***Change in Control***"), all outstanding and unvested RSUs held by the affected Participants shall vest in full as of immediately prior to such Change in Control, provided that, to the extent necessary to avoid the imposition of additional taxes under Section 409A of the Code, such accelerated vesting shall only occur if the Change in Control qualifies as a change in control event within the meaning of Section 409A of the Code. In the event of a Change in Control, the Company shall have the discretion to provide (a) for a Cash Settlement of RSUs, which may be based on the formula in Section 5.4 or based on the value of the consideration payable in the Change in Control, (b) that RSUs may be settled via the form of consideration payable in the Change of Control, or (c) for any combination of (a), (b) and/or settlement in ADSs or Shares. The existence of a Change in Control shall be determined by analogous application of Section 29 f. of the German Securities Acquisitions and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) with the proviso that ADSs are equivalent to voting rights from Shares.

ARTICLE 8
ADJUSTMENT IN CASE OF SPECIFIC CAPITAL AND OTHER STRUCTURAL MEASURES

- 8.1. In the event of a reduction in the number of Shares by merging Shares without capital reduction (reverse share split) or an increase in the number of Shares without capital increase (share split) (each, an "***Adjustment Event***"), the number of RSUs granted hereunder will change in the same proportion.
- 8.2. In the event of a corporate transaction or restructuring of the Company that does not constitute a Change in Control, any surviving entity, or the parent company of the surviving entity, may assume and continue such awards, subject to appropriate equitable adjustments.
- 8.3. If an adjustment occurs in accordance with this Article 8, fractions of ADSs or Shares will not be granted nor will they be compensated by a payment in cash.

ARTICLE 9
INSIDER TRADING AND BLACK-OUT PERIODS

- 9.1. Any transaction in the ADSs or Shares granted in case of a Share Settlement (each a “*Transaction*”) must be conducted in compliance with (i) all applicable insider trading laws and regulations, and (ii) all provisions of any insider trading rules established by the Company ((i) and (ii) together the “*Insider Trading Rules*”). Each Participant is personally responsible for informing himself or herself about, and acting in full compliance with, all applicable Insider Trading Rules. Any individual non-compliance with applicable Insider Trading Rules may lead to the imposition of civil and criminal penalties (as the case may be).
- 9.2. The Company may postpone or delay the settlement of any RSUs by way of a Cash Settlement or Share Settlement or a combination of both to a later point in time due to restrictions under applicable laws and regulations or rejections from competent authorities. With respect to any Participants subject to U.S. taxation, such postponement or delay shall be with due regard to maintaining such RSUs’ intended status as exempt from or compliant with Section 409A of the Code.
- 9.3. In order to minimize the potential for prohibited insider trading, the Company’s Management Board (*Vorstand*) may establish in its sole discretion periods from time to time during which all or some of the Participants may not engage in transactions involving ADSs or Shares granted in case of a Share Settlement.

ARTICLE 10
FORFEITURE AND CLAWBACK

- 10.1. Any outstanding and unsettled awards shall be subject to forfeiture in the event of (i) the Participant’s termination of employment for cause, (ii) the Participant’s material violation of material company policies, (iii) the Participant’s breach of any noncompetition, confidentiality or other restrictive covenants with the Group that may apply to such Participant, or (iv) other material misconduct by the Participant that is, or could reasonably be expected to be, detrimental to the business or reputation of the Company or any other entity in the Group.
- 10.2. All awards under this Plan (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or settlement of RSUs or the receipt or resale of any ADSs or Shares) will be subject to any Group claw-back policy, including any claw-back policy adopted to comply with applicable laws (including the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as set forth in such claw-back policy or the Award Agreement.

ARTICLE 11
LIMITATION OF LIABILITY

- 11.1. The Company, the Group and the Administrator (nor any of its or their management board members, supervisory board members or employees) do not:
- 11.1.1. assume any responsibility or liability for the development of the value or market price of the ADSs or Shares, including during the period between the satisfaction of any vesting conditions and settlement of the RSUs;
 - 11.1.2. warrant, assure or guarantee a profit of a Participant from the Plan or any RSU granted thereunder; or
 - 11.1.3. warrant, assure or guarantee any increase in value of the RSUs or, following a Share Settlement, the value or market price of the ADSs or Shares; in particular, it is neither warranted, assured or guaranteed that a Participant will be able to sell his/her ADSs or Shares with a profit in the future, nor that no loss will be incurred.
- 11.2. Each Participant declares with his/her participation in the Plan that the participation is voluntary. Each Participant is aware of the fact that he/she alone bears the risk of a decrease in or total loss of value of the RSUs or, following a Share Settlement, the ADSs or Shares. Each Participant accepts the offer to participate in the Plan at his/her own risk and assumes any liability relating thereto.
- 11.3. Each Participant accepts that settlement of vested RSUs may be delayed or even forfeited, if he/she does not provide the information requested and required by the Company to perform the Cash Settlement and/or the Share Settlement, in particular, the information in Section 5.5.
- 11.4. Each Participant is responsible for obtaining his/her own legal, tax and any other necessary advice before participating in the Plan and for evaluating the tax effects connected with the Plan. Each Participant accepts and declares that he/she has not been advised by or on behalf of the Group with respect to his/her participation in the Plan (in particular, regarding legal and tax issues of such participation).

ARTICLE 12
TAXES AND WITHHOLDING

- 12.1. Each Participant is obligated to make appropriate arrangements with the Company (or the entity in the Group employing the Participant) for the satisfaction of all U.S. federal, state, local and foreign income, employment, social insurance and/or other tax withholding requirements and any other foreign tax requirements applicable to the award, vesting or settlement of RSUs. The Company may refuse to settle RSUs and refuse to deliver Shares, ADSs, cash or other compensation upon settlement if such withholding amounts are not delivered at the time of settlement. Regardless of the amounts withheld, the Participant shall remain responsible for taxes owed by the Participant in connection with RSUs.

- 12.2. The compensation and benefits under the Plan are intended to comply with or be exempt from the requirements of Section 409A of the Code, and the Plan and each Award Agreement hereunder will be interpreted and administered in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. If an award of RSUs is subject to Section 409A of the Code, any payment made to a Participant who is a “specified employee” of the Group shall not be made before such date as is six months after the Participant’s “separation from service” to the extent required to avoid the adverse consequences of Section 409A of the Code. For purposes of this Section 12.2, the terms “separation from service” and “specified employee” shall have the meanings set forth in Section 409A of the Code and the applicable U.S. Treasury regulations. Nothing in the Plan or in an Award Agreement shall be interpreted or construed to transfer any liability for any tax (including a tax or penalty due as a result of a failure to comply with Section 409A of the Code) to the Company, any entity in the Group, or to any other individual or entity, and the Group shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant.

**ARTICLE 13
FORM REQUIREMENTS**

- 13.1. Any legal statements and other notices in connection with the Plan or an Award Agreement (collectively, the “*Notices*”) shall be made in text form or electronic form (e.g., email) unless any other specific form is required by applicable law or the Plan or applicable Award Agreement. Any Notice to be delivered to the Company under the Plan shall be addressed by email to LTI@biontech.de. The Company shall communicate changes in the address set forth in the previous sentence as soon as possible to the Participants. In the absence of such communication, the address stated above shall remain in place.
- 13.2. Any Notice to be given to a Participant may be served by being sent to him/her by email or to his/her home or business address. Each Participant shall communicate changes of address as soon as possible to the Company.

**ARTICLE 14
GOVERNING LAW**

The Plan, any RSUs granted hereunder and each Award Agreement shall be exclusively governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws.

**ARTICLE 15
EFFECTIVE DATE, AMENDMENT, AND TERMINATION**

- 15.1. The Plan shall become effective on December 15, 2020. It shall continue in effect December 31, 2023 unless sooner terminated, provided that upon termination of the Plan, any outstanding awards shall continue in effect, subject to the terms of the Plan, including Section 15.2.

- 15.2. Subject to the requirements of applicable law, the Company may at any time amend, suspend or terminate the Plan, and the Company or the Administrator may amend, suspend or terminate any outstanding award of RSUs hereunder; provided that any such amendment, suspension or termination shall require the consent of a Participant whose RSUs are impacted unless the Company or the Administrator determines that such RSUs are not materially and adversely impacted or that such amendment, suspension or termination is required by applicable law.

ARTICLE 16
GENERAL PROVISIONS

- 16.1. In the Plan, the headings are inserted for convenience only and shall not affect the interpretation of the Plan; where a German term has been inserted in italics, it alone (and not the English term to which it relates) shall be authoritative for the purpose of the interpretation of the relevant English term in the Plan. The terms “including” and “in particular” shall always mean “including, without limitation” and “in particular, without limitation”, respectively. Any reference made in the Plan to any section without further indication of a law, an agreement or another document shall mean sections of the Plan. A “subsidiary” of a company shall mean an entity in which such company holds a direct or indirect controlling interest.
- 16.2. In the event that one or more provisions of the Plan shall, or shall be deemed to, be invalid or unenforceable, the validity and enforceability of the other provisions of the Plan shall not be affected thereby.
- 16.3. Neither the grant of an award under this Plan nor any term or provision of this Plan shall constitute or be evidence of any promise, undertaking, or obligation, express or implied, on the part of any entity in the Group, to make any future or other grant of an award under this Plan.
- 16.4. The Plan shall not confer upon any Participant any right to employment or service with any entity in the Group, nor shall it interfere in any way with any right of any entity in the Group to terminate a Participant’s employment or service.
- 16.5. The Plan shall be unfunded with respect to outstanding RSUs. A Participant’s, and any beneficiary’s, rights under the Plan are those of an unsecured creditor unless and until ADSs or Shares are issued to such Participant or beneficiary.
- 16.6. Unless otherwise specified by the applicable plan or policy, the value of RSUs shall not be included in a Participant’s compensation for purposes of other benefits provided by the Group.

* * * *

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Doc ID
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Our Ref
162745-0011

BioNTech SE

An der Goldgrube 12
55131 Mainz
Germany

February 18, 2021

BioNTech SE – Form S-8 Registration Statement

Ladies and Gentlemen

We are acting as legal advisers to BioNTech SE, a European stock corporation (SE) with its business address at An der Goldgrube 12, 55131 Mainz, Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mainz, Germany, (the **Commercial Register**) under number HRB 48720 (the **Company**) as to matters of German law in connection with possible future issuances from time to time pursuant to a registration statement on Form S-8 filed by the Company with the Securities and Exchange Commission on February 18, 2021 pursuant to the Securities Act of 1933, as amended (the **Registration Statement**) of up to (i) 18,703,389 ordinary shares of the Company with a notional amount of EUR 1.00 per share (any such ordinary share of the Company a **Share**, any Share as of the date hereof held in treasury a **Treasury Share**, and any Share newly issued for purposes of making or settling grants under any Plan (as defined below) a **New Share**) and/or (ii) 18,703,389 American Depositary Shares (the **ADSs**), with each ADS representing one Share and issued by the relevant depository against the deposit by the Company of either one Treasury Share or one New Share. Shares are or may become issuable under the following programs: (i) Up to 16,001,019 Shares under the 2017 Employee Stock Ownership Plan, (ii) up to 472,370 Shares under the 2020 Management Board ESOP, (iii) up to 2,000,000 Shares under the 2020 Employee Equity Plan, and (iv) up to 230,000 Shares under the 2020 Restricted Stock Unit Plan for North America Employees (together the **Plans**).

Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater Partnerschaftsgesellschaft mit beschränkter Berufshaftung (Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB) has its seat in Frankfurt am Main and is registered with the partnership register of the Amtsgericht Frankfurt am Main with registered number PR 2677. For further regulatory information please refer to www.freshfields.com/support/legalnotice.

A list of all members of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB is available on request. The reference to “partners” means members of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB as well as consultants and employees of Freshfields Bruckhaus Deringer Steuerberater PartG mbB with equivalent standing and qualifications who are not members of the partnership.

In this opinion, “Germany” means the Federal Republic of Germany.

1. Documents Reviewed

For the purpose of rendering this legal opinion, we have examined the following documents (together, the *Opinion Documents*):

- (a) a copy of the Company’s articles of association (*Satzung*), as in effect as of the date of this opinion (the *Articles of Association*);
- (b) a copy of an electronic excerpt (*Handelsregisterauszug*) from the Commercial Register relating to the Company dated February 18, 2021 (the *Register Excerpt*);
- (c) a copy of the Registration Statement;
- (d) copies of the resolutions of (i) the management board (*Vorstand*) of the Company dated 4 July 2019 and 7 July 2019 and (ii) the supervisory board (*Aufsichtsrat*) of the Company both dated 9 July 2019, each relating to the utilization of the authorized capital (*genehmigtes Kapital*) stipulated in § 4 para. 6 of the Company’s articles of association in force at that time for the purpose of creating the Treasury Shares;
- (e) copies of the resolutions of (i) the management board (*Vorstand*) of the Company dated 15 December 2020 and (ii) the supervisory board (*Aufsichtsrat*) of the Company dated 15 December 2020 regarding the approval of the 2020 Employee Equity Plan and the 2020 Restricted Stock Unit Plan for North America Employees;
- (f) copies of the minutes of the annual general shareholders’ meetings of the Company held on August 18, 2017, September 17, 2018, August 19, 2019 and June 26, 2020, resolving upon, among others, the creation and/or amendment of the Authorized Capital (*Genehmigtes Kapital*), the Conditional Capital ESOP 2017/2019 (*Bedingtes Kapital ESOP 2017/2019*), and the authorization to grant options in connection with the ESOP 2017/2019 (*Aktienoptionsprogramm 2017/2019*) (together with the resolutions under (d) and (e) the *Resolutions*); and
- (g) any such certificates, corporate records and other documents, and such matters of law, as we have deemed necessary or appropriate for the purposes of this opinion. We have not reviewed any other documents for the purposes of this opinion.

2. Assumptions

As to questions of fact material to this opinion that we did not independently establish or verify, we have relied on certificates or comparable documents of public officials and of officers and representatives of the Company.

In considering the Opinion Documents and rendering this opinion we have assumed without further inquiry:

- (a) the conformity of all copies of documents supplied to us with the relevant originals and the authenticity and completeness of all documents submitted to us whether as originals or as copies;
 - (b) that all signatures on Opinion Documents are genuine signatures of those individuals from whom they purport to stem;
 - (c) that Opinion Documents examined by us in draft form have been or, as the case may be, will be executed in the form of the draft examined by us by the party that in the respective draft is envisaged to so execute the respective Opinion Document;
 - (d) that all individuals who have executed and delivered or will execute and deliver any of the Opinion Documents had or will have, at the relevant times, (i) full legal capacity (*Geschäftsfähigkeit*) and (ii) power to validly represent (*Vertretungsmacht*) the respective party (other than individuals executing, passing or delivering on behalf of the Company), in executing and delivering the relevant Opinion Document;
 - (e) that none of the Opinion Documents has been or, as the case may be, will be revoked, rescinded, repealed, terminated (whether in whole or in part), amended or supplemented;
 - (f) the correctness and completeness of all factual matters expressed in the Opinion Documents;
 - (g) that the Register Excerpt is accurate and complete as at its date and that no changes to the facts related therein have occurred between the date the Register Excerpt was issued and the date hereof;
 - (h) that the Articles of Association are true and accurate as of the date of this opinion;
 - (i) that the Company will at all times continue to have sufficient authorized capital (*genehmigtes Kapital*) or conditional capital (*bedingtes Kapital*) with the relevant authorization to waive any pre-emptive subscription rights;
 - (j) that the management board (*Vorstand*) and the supervisory board (*Aufsichtsrat*) of the Company will duly pass the relevant resolutions for the issuance of any New Shares (the **Future Resolutions**) in accordance with the Articles of Association, the terms of the Plans, the Resolutions and applicable law;
 - (k) that upon issuance of any New Shares, the Company will receive payment in cash of an issue price in accordance with the Plans, the Resolutions, the Future Resolutions and applicable law; and
 - (l) that there will be no amendments to the authorized capital (*genehmigtes Kapital*) of the Company which would adversely affect the issuance of any New Shares and the conclusions stated in this opinion.
-

3. Laws Considered

The undersigned is admitted to the bar association (*Rechtsanwaltskammer*) in Hamburg, Germany, and licensed as attorney (*Rechtsanwalt*) in Germany. This opinion is, therefore, limited to matters of German law as presently in effect and applied by the German courts (including the law of the European Union to the extent it is directly applicable in Germany). We have not investigated and do not express or imply any opinion with respect to the laws of any other jurisdiction.

4. Opinion Statements

Based upon and subject to the foregoing and the qualifications set out below, we are of the opinion that:

- (a) The Company is a European stock corporation (SE) duly established and validly existing under the laws of Germany and registered with the Commercial Register under number HRB 48720.
- (b) The issuance of the Treasury Shares has been duly authorized by all requisite corporate action on the part of the Company and the Treasury Shares are validly issued, fully paid, and non-assessable (*nicht nachschusspflichtig*).
- (c) Any New Shares will be duly authorized, validly issued, fully paid and non-assessable (if and when authorized in accordance with the law, issued and paid under the circumstances contemplated by the Plans, assuming in each case that the individual issuances, grants or awards under the Plans are duly issued, granted or awarded and exercised in accordance with the requirements of law, the Resolutions, the Future Resolutions, the Articles of Association, and the Plans (and the agreements and awards duly adopted thereunder and in accordance therewith)).

5. Qualifications

The foregoing opinion statements are subject to the following qualifications:

In this opinion, concepts of German law are addressed in the English language and not in the original German terms, which may differ in their exact legal meaning. This opinion may only be relied upon under the express condition that this opinion and any issues of interpretation arising hereunder are exclusively governed by German law.

This opinion speaks of its date only, and we do not assume any obligation to update this opinion or to inform you of any changes to any of the facts or laws of other matters referred to herein. This opinion is limited to the matters addressed herein and should not be read as opinion in respect to any other matter.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act.

Very truly yours,

/s/ Dr. Peter Versteegen
Dr. Peter Versteegen
Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2020 Employee Equity Plan, 2020 Management Board ESOP, 2017 Employee Stock Ownership Plan, and 2020 Restricted Stock Unit Plan for North America Employees of BioNTech SE of our report dated March 31, 2020, with respect to the consolidated financial statements of BioNTech SE included in its Annual Report (Form 20-F) for the year ended December 31, 2019, filed with the Securities and Exchange Commission.

/s/ Titus Zwirner
Wirtschaftsprüfer
(German Public Auditor)

/s/ Andreas Weigel
Wirtschaftsprüfer
(German Public Auditor)

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft
Cologne, Germany
February 18, 2021
