

Convenience Translation only – the German language version is authoritative

Domination Agreement

dated [•] 2020

DOMINATION AGREEMENT

between

1. **BioNTech SE**, An der Goldgrube 12, 55131 Mainz, registered with the commercial register of the local court (*Amtsgericht*) of Mainz under registration number HRB 48720,

- hereinafter referred to as the “**Controlling Company**” (*Organträgerin*) -

and

2. [•],

- hereinafter referred to as “**Dependent Company**” (*Organgesellschaft*) -

- 1. and 2. each a “**Party**” or together the “**Parties**”-

The Controlling Company is the sole shareholder of the Dependent Company.

It is agreed as follows:

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1. Domination

The Dependent Company submits the direction of its company to the Controlling Company. Therefore, the Controlling Company is entitled to issue instructions to the management of the Dependent Company (*Weisungen erteilen*) with regard to the direction of the Dependent Company. Irrespective of this right to issue instructions, managing and representing the Dependent Company is incumbent upon its managing directors.

2. Takeover of losses

The provisions of sec. 302 German Stock Corporation Act (*Aktiengesetz; AktG*), as amended, shall apply.

3. Effectiveness and term

- 3.1 This agreement becomes effective upon its registration with the commercial register (*Handelsregister*) of the Dependent Company. With regard to its clause 1 this agreement shall apply for the period from the registration of this agreement with the commercial register (*Handelsregister*) of the Dependent Company and in all other respects retroactively from the beginning of the fiscal year of the Dependent Company in which this agreement is registered with the commercial register (*Handelsregister*) of the Dependent Company.
- 3.2 This agreement is concluded for an indefinite period. It may be terminated in writing with six months' notice to the end of each fiscal year of the Dependent Company.
- 3.3 Furthermore, this agreement may be terminated in writing without observation of a notice period if there is good cause. In particular, good cause exists if the Controlling Company no longer holds a majority of the voting rights in the Dependent Company, if the Controlling Company disposes of the shares in the Dependent Company or contributes them (*einbringt*), or if the Controlling Company or the Dependent Company is merged, split up or liquidated, or if an outside shareholder acquires an interest in the Dependent Company for the first time within the meaning of sec. 307 German Stock Corporation Act (*Aktiengesetz; AktG*).

4. Final provisions

- 4.1 This contract leaves the profit and loss transfer agreement already in place among the Parties unaffected.
- 4.2 Amendments and supplements to this contract must be made in writing to be effective, unless a stricter form is required by mandatory law. This also applies to

changes to this requirement of written form. Furthermore, any amendment or supplement to this agreement shall require the approval of the general meeting of the Controlling Company and of the shareholders' meeting of the Dependent Company, insofar as required by law.

- 4.3 Should a provision of this contract be or become invalid or unenforceable in whole or in part, or should the contract contain unintended gaps, the validity of the remaining provisions of this contract shall not be affected. The invalid or unenforceable provision shall be replaced by a provision that comes closest to the economic result of the invalid or unenforceable provision in a legally permissible manner. The gap shall be filled with a provision that the Parties would have agreed on with regard to its economic result, had they had knowledge of the gap.

[Signature page to follow]

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