Joint Report of the Management Board of BioNTech SE, Mainz, and the Managing Directors of JPT Peptide Technologies GmbH, Berlin, regarding the conclusion of a domination and profit and loss transfer agreement among BioNTech SE and JPT Peptide Technologies GmbH pursuant to sec. 293a German Stock Corporation Act (*Aktiengesetz*; *AktG*)

The Management Board of BioNTech SE (***BioNTech***) and the Managing Directors of JPT Peptide Technologies GmbH (***JPT Peptide***) make the following joint report pursuant to sec. 293a German Stock Corporation Act (*Aktiengesetz*; *AktG*) regarding the domination and profit and loss transfer agreement among BioNTech and JPT Peptide:

1. Conclusion and effectiveness of the domination and profit and loss transfer agreement

The Management Board of BioNTech and the Managing Directors of JPT Peptide intend to conclude a domination and profit and loss transfer agreement agreement among the two companies. Under this domination and profit and loss transfer agreement agreement BioNTech would be the controlling company and JPT Peptide would be the dependent company.

Effectiveness of the domination and profit and loss transfer agreement is subject to the approval of the general meeting of BioNTech, which is to be given at the Annual General Meeting scheduled to take place on 26 June 2020, and of the shareholders' meeting of JPT Peptide. At the time of reporting, JPT Peptide is a direct subsidiary of BioNTech Diagnostics GmbH, whose shares are in turn wholly held by BioNTech. It is intended, however, to transfer all shares in JPT Peptide from BioNTech Diagnostics GmbH to BioNTech. It is aimed at to effect said share transfer to the end of 30 June 2020.

BioNTech intends to hold a shareholders' meeting in JPT Peptide following the Annual General Meeting scheduled for 26 June 2020 and following the acquisition of all shares in JPT Peptide in order to give the approval for the entering into the domination and profit and loss transfer agreement by JPT Peptide.

The Management Board of BioNTech and the Managing Directors of JPT Peptide intend to conclude the domination and profit and loss transfer agreement, which is available in draft form, only after both the general meeting of BioNTech and the shareholders' meeting of JPT Peptide have given their respective approval.

The domination and profit and loss transfer agreement will become effective only upon its registration with the commercial register (*Handelsregister*) of JPT Peptide.

2. Parties

2.1. BioNTech

BioNTech was founded by articles of association dated 02 June 2008 as a stock corporation (*Aktiengesellschaft*) and was registered with the commercial register (*Handelsregister*) on 09 June 2008 (local court (*Amtsgericht*) of Bonn, registration no. HRB 16295). On 16 January

2009 it was resolved that the company's seat be relocated from Bonn to Mainz. From 16 February 2009 the company was registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mainz under registration number HRB 41865. Following the change of its legal form into an SE (*Societas Europaea*) BioNTech is registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mainz under registration number HRB 48720. The share capital of BioNTech amounts to EUR 238,197,961.00 and is divided into 238,197,961 registered no-par value shares. The fiscal year is similar to the calendar year.

Pursuant to its articles of association BioNTech's purpose of enterprise is to research and develop, as well as to manufacture and market immunological and RNA-based drugs and test methods for the diagnosis, prevention and treatment of cancer, infectious diseases and other serious diseases. The company may undertake all transactions and actions that are expedient for serving the company's purpose. It is also entitled 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.

The Management Board of BioNTech consists of Prof Dr Ugur Sahin (CEO), Dr Sierk Poetting, Sean de Gruchy Marett, PD (*Privatdozent*) Dr Özlem Türeci and Ryan Richardson.

The Supervisory Board of BioNTech consists, in accordance with the articles of association, of four members, which are all elected by the shareholders. Chairman of the Supervisory Board if Helmut Jeggle.

In the annual average for 2019 BioNTech employed 358 employees and the BioNTech group 1,195 employees.

With a balance sheet total of EUR 706,242,382.22 for 2019, the annual financial statements of BioNTech show a net loss of EUR 194,517,135.81. For further information on the development of BioNTech's business and on the earnings situation we refer to the annual financial statements and to the management report of BioNTech for the fiscal year of 2019.

2.2. JPT Peptide

JPT Peptide with its seat in Berlin (local court (*Amtsgericht*) of Charlottenburg, registration number HRB 92692 B) was founded on 22 April 2004 by way of foundation in cash with a share capital of EUR 25,000 and was registered with the commercial register (*Amtsgericht*) on 11 May 2004.

The purpose of enterprise of JPT Peptide is the development, production and distribution of biochemical products, of peptide technologies, tools and kits for research purposes and diagnostic applications as well as scientific services in this respect and publication of scientific information as well as the undertaking of any other transaction in relation thereto. The company is permitted to acquire or invest in other companies, take over their personal liability and representation, to establish branches, domestic or foreign, as well as undertaking all actions expedient to promote the undertakings of the company.

With a balance sheet total of EUR 23.232.840,77 for 2019, the annual financial statements of JPT Peptide show a net loss of EUR 0, as the existing profit and loss transfer agreement between JPT Peptide and BioNTech Diagnostics GmbH already provides for a transfer of profits and losses. For the fiscal year of 2019, net profits of EUR 1,572,614.82 were transferred to BioNTech Diagnostics GmbH. For further information on the development of JPT Peptide's business and on the earnings situation we refer to the annual financial statements of JPT Peptide and to the management report of the group for the fiscal year of 2019.

In the course of the intended transfer of the shares in JPT Peptide from BioNTech Diagnostics GmbH to BioNTech, JPT Peptide's fiscal year, which is currently identical to the calendar year, is also to be changed. In the future and beginning on 01 July 2020, the fiscal year of JPT Peptide shall run from 01 July of each year to the end of 30 June of each subsequent year. A domination and profit and loss transfer agreement was concluded between JPT Peptide and its current sole shareholder, BioNTech Diagnostics GmbH, on 22 July 2009, which was registered with the commercial register (*Handelsregister*) of JPT Peptide on 22 September 2009. With agreement of 28 June 2016, the domination and profit and loss transfer agreement was changed to a profit and loss transfer agreement with effect from 01 January 2017. This profit transfer agreement is to be terminated in conjunction with the intended change in the financial year and the transfer of all shares in JPT Peptide from BioNTech Diagnostics GmbH to BioNTech with effect as of the end of 30 June 2020.

Sean Marett, Dr Sierk Poetting and Dr Holger Wenschuh are the Managing Directors of JPT Peptide.

JPT Peptide had 101 employees in the yearly average of 2019.

3. Reasons for the conclusion of the domination and profit and loss transfer agreement

The conclusion of the domination and profit and loss transfer agreement between BioNtech and JPT Peptide serves the purpose of establishing a corporation and trade tax group (*körperschaft- und gewerbesteuerliche Organschaft*), which enables the offsetting of profits generated by JPT Peptide against existing losses at BioNTech level.

The conclusion of the domination and profit and loss transfer agreement is the basis for the establishment of the corporation and trade tax group (*körperschaft- und gewerbesteuerliche Organschaft*) pursuant to sec. 14, 17 German Corporation Tax Act (*Körperschaftsteuergesetz*; *KStG*), sec. 2 para. 2 sentence 2 German Trade Tax Act (*Gewerbesteuergesetz*; *GewStG*) between BioNTech and JPT Peptide. The corporation and trade tax group (*körperschaft- und gewerbesteuerliche Organschaft*) results in a combined taxation of JPT Peptide as the dependent company and BioNTech as the controlling company. This has the advantage that positive and negative results of the dependent company can be offset against negative or positive results of the controlling company.

Furthermore, it is avoided that profit distributions from JPT Peptide to BioNTech are subject to taxation to a certain extent as non-deductible business expenses.

By establishing an intercompany relationship (*Organschaftsverhältnis*) between BioNTech and JPT Peptide, an optimal structure is thus achieved for corporation tax and trade tax purposes.

The conclusion of a domination agreement is aimed at maintaining the consolidated tax group for value added tax purposes (*umsatzsteuerliche Organschaft*) which also exists. The prerequisite for such a consolidated tax group for value added tax purposes (*umsatzsteuerliche Organschaft*) is the so-call organisational integration of the dependent company into the controlling company. This can be achieved, among other things, through personal identity in the management bodies of the companies. However, organisational integration can also be achieved by concluding and implementing a domination and profit and loss transfer agreement. The domination and profit and loss transfer agreement to be concluded is therefore an additional means of guaranteeing the consolidated tax group for value added tax purposes (*umsatzsteuerliche Organschaft*). The agreement ensures that the consolidated tax group for value added tax purposes (*umsatzsteuerliche Organschaft*) will continue to exist even if there are personnel changes in the management bodies.

The fiscal unity does not result in the elimination of general tax obligations of JPT Peptide. As before, JPT Peptide must determine the income in accordance with general regulations separately from the controlling company. Under commercial law, the net income generated by the dependent company must be transferred to the controlling company. This transfer obligation is shown in JPT Peptide's financial statements as a liability to affiliated companies. Any net loss incurred is to be compensated by the controlling company.

A distinction must be made between the allocation under commercial law and the allocation for tax purposes. The income of the dependent company to be determined in accordance with tax law provisions rather than the net profit or loss for the year is allocated to the controlling company. Non-deductible expenses, tax-exempt income and permissible allocations to reserves therefore lead, for example, to differences between the attributable income and the commercial balance sheet profit to be transferred.

4. Explanatory notes regarding the domination and profit and loss transfer agreement

The domination and profit and loss transfer agreement among BioNTech and JPT Peptide and its individual provisions can be explained as follows:

4.1. Domination (cl. 1 of the agreement)

With the provision of cl. 1 of the agreement the dependent company submits its direction to the controlling company. Therefore, the controlling company is entitled to issue instructions to the Managing Directors of the dependent company regarding the direction of the company. The controlling company may not, however request the Managing Directors of the dependent company to modify, sustain or end the domination agreement. The contract clarifies that notwithstanding the right to issue instructions, the representation and management of the dependent company remain the obligations of the Managing Directors of the dependent company.

4.2. Profit transfer (cl. 2 of the agreement)

By the provision in cl. 2 of the agreement, the dependent company undertakes to transfer its profits to the controlling company. For the scope of the profit to be transferred, reference is made to the statutory provisions of sec. 301 of the German Stock Corporation Act (*Aktiengesetz*; *AktG*), as amended. This means that, in accordance with the currently valid version of sec. 301 sentence 1 German Stock Corporation Act (*Aktiengesetz*; *AktG*), the net profit for the year arising without the profit transfer, reduced by any loss carried forward from the previous year and the (positive) balance arising in accordance with sec. 268 para. 8 German Commercial Code (*Handelsgesetzbuch*; *HGB*) which is blocked from distribution, is to be transferred to BioNTech as profit.

Cl. 2.3 of the agreement provides that the dependent company may, with the consent of the controlling company, allocate amounts from the net income for the year to other revenue reserves (sec. 272 para. 3 of the German Commercial Code (*Handelsgesetzbuch*; *HGB*) (only) to the extent that this is economically justified on the basis of a reasonable commercial assessment and permissible under commercial law. In this case the profit to be transferred is reduced accordingly. The controlling company may demand that other revenue reserves formed by the dependent company during the term of the agreement be released and used to offset a net loss for the year or transferred as profit to the extent permissible under commercial law.

Cl. 2.4of the agreement clarifies that the transfer of amounts from the release of retained earnings or capital reserves that were formed before the commencement of this agreement is excluded. The same applies to a pre-contractual profit carried forward.

Cl. 2.5 of the agreement provides that the obligation to transfer profits applies for he first time for the entire financial year of the dependent company in which the agreement takes effect.

4.3. Takeover of losses (cl. 2 of the agreement)

Pursuant to cl. 2 of the domination and profit and loss transfer agreement agreement BioNTech is obligated to take over the losses of JPT Peptide in accordance with the provisions of sec. 302 German Stock Corporation Act (*Aktiengesetz*; *AktG*), as amended. Pursuant to the version of sec. 302 German Stock Corporation Act (*Aktiengesetz*; *AktG*) currently in effect BioNTech will have to compensate for any net loss (calculated not taking into account the obligation to take over the losses) of the group subsidiary arising during the term of the agreement. The loss to be compensated may – insofar as permitted by commercial law – be offset against amounts released from other revenue reserves that are transferred to them during the term of the contract.

If the domination and profit and loss transfer agreement does not end before the close of a fiscal year of the group subsidiary, its claim for BioNTech to take over the losses arises at the end of BioNTech Small Molecules's fiscal year. It becomes due with value at this point. The obligation to take over the losses applies retroactively from the beginning of the fiscal year during which the agreement becomes effective upon registration with the commercial register (*Handelsregister*) at the seat of the group subsidiary.

4.4. Effectiveness and term (cl. 4 of the agreement)

Cl. 4 of the agreement stipulates the term of and the options to terminate the domination and profit and loss transfer agreement.

Cl. 4.1 and 4.2 of the agreement describes that at the time the agreement is concluded the approvals of the general meeting of BioNTech and of the shareholders' meeting of JPT Peptide have already been given. Furthermore, the agreement provides, in accordance with statutory law, that the agreement takes effect upon registration with the commercial register (*Handelsregister*) of the dependent company.The agreement applies from the beginning of the fiscal year of the dependent company during which registration with the commercial register (*Handelsregister*) of the dependent company occurs, i.e. if such registration takes place by 31 December 2020, it applies retroactively from 01 January 2020, and, if said registration occurs only after 31 December, it applies from 01 January 2021. Something else is true with regard to cl. 1 of the agreement (i.e. regarding the right of the controlling company to issue instructions), which only applies following registration of the agreement with the commercial register (*Handelsregister*) of the dependent company.

Sec. 14 of the German Corporation Tax Act (*Körperschaftsteuergesetz*; *KStG*) applies to the domination and profit and loss transfer agreement. Accordingly, the income of the dependent company is attributable to the controlling company for the first time for the calendar year in which the fiscal year of the dependent company ends in which the domination and profit transfer agreement takes effect.

Cl. 4.3 of the agreement stipulates that the contract is concluded for an indefinite period and that it may be terminated with notice of six months to the end of any fiscal year of the dependent company. However, ordinary termination can be declared at the earliest on a date five years after the beginning of the financial year in which the agreement became effective (i.e. at the earliest on a date five years after the start of the profit transfer). The provisions on the minimum term of five yeayrs have been included with a view to the desired fiscal unity (*steuerliche Organschaft*) (sec. 14 of the German Corporation Tax Act (*Körperschaftsteuergesetz*; *KStG*). Furthermore they display that with the conclusion of the domination and profit and loss transfer agreement a long-term concept is pursued.

Cl. 3.3 of the contract clarifies that the right to termination for cause without observance of a notice period remains unaffected. Good cause shall be deemed to be, in particular, those grounds which are recognised as good causes not prejudicial to tax (*steuerlich unschädliche wichtige Gründe*).

The written form requirement stipulated in cl. 4.5 is in accordance with what is also required by statutory law in sec. 297 para. 3 of the German Stock Corporation Act (*Aktiengesetz*; *AktG*).

4.5. Miscellaneous (cl. 5 of the agreement)

Pursuant to cl. 5.1 of the agreement, the respective tax regulations on the tax group (*Organschaft*) are to be taken into account in the interpretation of the agreement in the sense that an effective (corporation) tax group (*(körperschaft-)steuerliche Organschaft*) is desired.

Cl. 5.2 of the agreement provides that modifications and amendments to the agreement require written form to be effective. This includes modifications of the written form requirement.

Cl. 5.3 of the agreement contains a severability clause, pursuant to which the invalidity of any clause leaves the validity of the remaining provisions of the agreement unaffected. This provision is in line with what is customary in contractual practice and is included for reasons of legal precaution. There is no indication that any of the contractual provision may be invalid.

4.6. Settlement and compensation (*Ausgleich und Abfindung*)

At the time the agreement will be concluded, BioNTech will be the sole shareholder of JPT Peptide. For this reason no clauses on settlement and compensation (*Ausgleich und Abfindung*) for outside shareholders (*außenstehende Gesellschafter*) of JPT Peptide have to be provided for in the domination and profit and loss transfer agreement, which would have had required a preceding valuation. An audit pursuant to sec. 293b German Stock Corporation Act (*Aktiengesetz*; *AktG*) is not required.

5. Alternatives

There is no economically sensible alternative to the conclusion of the domination and profit and loss transfer agreement between BioNTech and JPT Peptide that could realise the aforementioned goals alike or better. No legal or tax structuring could achieve the objectives pursued with the conclusion of the domination and profit and loss transfer agreement equally. For example, a merger of JPT Peptide onto BioNTech would mean to relinquish the legal identity of JPT Peptide, which is not desired.

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[Signatures of the Management Board of BioNTech and of the Managing Directors of JPT Peptide]