

Questions and Answers

The following are answers to some questions that shareholders of CureVac N.V. may have regarding the public offer to CureVac Shareholders of American Depositary Shares of BioNTech SE by BioNTech SE in exchange for all issued ordinary shares of CureVac N.V.

Important Notice

With respect to the public offering of BioNTech ADSs to the shareholders of CureVac N.V. (“CureVac Shareholders”) in the United Kingdom, this document does not constitute an offer to purchase any BioNTech ADSs or shares in BioNTech and does not replace the UK prospectus exemption document dated October 20, 2025 (the “Exemption Document”) which is available free of charge, together with any updates thereto, if any, from BioNTech’s website (<https://investors.biontech.de/uk-disclaimer>). The Exemption Document has not been subject to the scrutiny and approval by the relevant competent authority in the United Kingdom in accordance with Article 20 of the prospectus regulation EU 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended.

Investors in the United Kingdom should acquire BioNTech ADSs solely on the basis of the Exemption Document (including the documents incorporated by reference therein and any updates thereto, if any) relating to the BioNTech ADSs and should read the Exemption Document (including any documents incorporated by reference therein and any updates thereto, if any) before making an investment decision in order to fully understand the potential risks and rewards associated with the decision to invest in the BioNTech ADSs. Investment in BioNTech ADSs entails numerous risks, including a total loss of the initial investment.

This document includes “forward-looking statements.” Forward-looking statements can generally be identified by words such as “potential,” “can,” “will,” “plan,” “may,” “could,” “would,” “expect,” “look forward,” “investigational,” “pipeline,” “to acquire,” “development,” “to include,” “commitment,” “project,” “prospective,” or similar terms. Investors are cautioned that any such forward-looking statements are based on BioNTech’s current beliefs and expectations regarding future events and are not guarantees of future performance and involve risks and uncertainties. If underlying assumptions prove inaccurate or risks or uncertainties materialize, actual results may differ materially from those set forth in the forward-looking statements. You should not place undue reliance on these statements. Risks and uncertainties include, but are not limited to: uncertainties as to the timing of the Offer and the post-offer reorganization; uncertainties as to how many of CureVac’s shareholders will tender their shares in the Offer; the risk that competing offers or acquisition proposals will be made; the possibility that various conditions to the consummation of the Offer and the other Transactions may not be satisfied or waived; the possibility of a termination of the Purchase Agreement; the ability to obtain necessary antitrust or other regulatory approvals or to obtain them on acceptable terms or within expected timing; the effects of disruption from the Transactions and the impact of the announcement and pendency of the Transactions on BioNTech’s and/or CureVac’s business, including their relationships with employees, business partners, or governmental entities; the risk that the Offer or the other Transactions may be more expensive to complete than anticipated; the risk that litigation in connection with the Offer or the other Transactions may result in significant costs of defense, indemnification, and liability; a diversion of management’s attention from ongoing business operations and opportunities as a result of the Offer, the other Transactions, or otherwise; general industry conditions and competition; general political, economic, and business conditions, including interest rate, inflation, tariff and currency exchange rate fluctuations, and the ongoing Russia-Ukraine and Middle East conflicts; the impact of regulatory developments and changes in the United States, Europe, and countries outside of Europe, including with respect to tax matters; the impact of pharmaceutical industry regulation and health care legislation in the United States, Europe, and elsewhere; the particular prescribing preferences of physicians and patients; competition from other products; challenges and uncertainties inherent in new product development; ability to obtain or maintain proprietary intellectual property protection; safety, quality, data integrity, or manufacturing issues; and potential or actual data security and data privacy breaches.

For defined terms used in these Questions and Answers, see section “*Certain Definitions*” at the end of this document.

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Q: What will happen in the proposed Transaction?

A: Pursuant to the Purchase Agreement, BioNTech and CureVac have agreed (subject to the terms and conditions of the Purchase Agreement) that BioNTech will commence an offer to exchange any and all of the outstanding CureVac Shares for the Offer Consideration, without interest and subject to applicable tax withholding. Following the Acceptance Time, BioNTech will acquire each CureVac Share validly tendered and not properly withdrawn prior to the Expiration Time by delivery of the Offer Consideration, with cash paid in lieu of any fractional ADSs, without interest and subject to applicable tax withholding, which we refer to as the closing of the Offer.

As promptly as practicable following the expiration of the Subsequent Offering Period, BioNTech and CureVac will effectuate the post-offer reorganization. The post-offer reorganization will utilize processes available to BioNTech under Dutch law aimed at ensuring that, if the required resolutions are adopted at the EGM (or subsequent EGM) and if permitted under applicable law, BioNTech becomes the sole owner of all of CureVac's business operations from and after the consummation of such post-offer reorganization. Following completion of, and effective one day following, the post-offer reorganization, BioNTech will cause New Topco to make the New Topco U.S. Tax Election.

For more information, see sections "3 The Offer", "3.1.2.14 The Post-Offer Reorganization and the New Topco U.S. Tax Election" and "3.1.2.1 Offer Consideration" of the Exemption Document.

Q: Are there any conditions to closing of the Offer that must be satisfied for the Offer to be completed?

A: In addition to a number of shares having been validly tendered and not properly withdrawn that would allow BioNTech to acquire at least 80% of CureVac's issued and outstanding capital immediately prior to the Expiration Time (or 75% of CureVac's issued and outstanding capital, upon the satisfaction of certain conditions described in the Exemption Document) there are a number of customary conditions that must be satisfied or waived before BioNTech is obligated to acquire CureVac Shares validly tendered and not properly withdrawn pursuant to the Offer.

For a description of all of the conditions to the Offer, see section "3.2.5 Conditions to Closing of the Offer" of the Exemption Document.

Q: What will CureVac Shareholders receive in the Offer?

A: In the Offer, CureVac Shareholders will have the right to exchange each of their CureVac Shares for a number of BioNTech ADSs equal to the amount obtained by dividing \$5.4641 by the volume-weighted average of the price per BioNTech ADS over the period of 10 consecutive trading days ending on, and including, the fifth trading day immediately preceding the Expiration Time. In the event the BioNTech ADS VWAP is greater than or equal to \$126.55, the Exchange Ratio will be 0.04318 and in the event the BioNTech ADS VWAP is less than or equal to \$84.37, the Exchange Ratio will be 0.06476.

From June 12, 2025, when BioNTech and CureVac announced the execution of the Purchase Agreement, through October 17, 2025, the BioNTech ADS VWAP was not greater than or equal to \$126.55 or less than or equal to \$84.37. Accordingly, the offer consideration at all times during that period represented a market value of \$5.4641. However, as shown below, were the BioNTech ADS VWAP to, for example, drop to \$80 or go above \$130 on the applicable calculation date, the market value of the offer consideration could be greater than or less than, respectively, \$5.4641.

Accordingly, as of the date of the Exemption Document, CureVac Shareholders will not know, or be able to calculate, the exact market value of the consideration that they will receive upon closing of the Offer or completion of the post-offer reorganization.

BioNTech will only deliver whole BioNTech ADSs in the Offer. To the extent a CureVac Shareholder otherwise would be entitled to a fractional BioNTech ADS as a result of the application of the Exchange Ratio, such shareholder will instead receive an amount in cash equal to the product of (i) the fractional BioNTech ADS interest such shareholder otherwise would be entitled to and (ii) the BioNTech ADS VWAP.

The Exchange Ratio will be fixed following the close of trading on Nasdaq on the fifth trading day prior to the scheduled Expiration Time. BioNTech will announce the number of BioNTech ADSs to be exchanged for each CureVac Share by issuing a press release no later than 9:00 a.m. (New York City time) on the fourth trading day prior to the then-scheduled Expiration Time. If the Offer is extended, BioNTech will recalculate this information based on the later expected final

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Expiration Time and announce the new exchange ratio in a similar manner. During the Offer, an indicative Exchange Ratio (calculated in the manner described in the Exemption Document) will be available at www.envisionreports.com/CureVacOffer, beginning on October 22, 2025.

Q: Will CureVac Shareholders have to pay any fees or commissions?

A: If you are the record owner of your CureVac Shares and you tender your shares directly through Computershare Trust Company, N.A., which we refer to as the Exchange Agent, you will not have to pay brokerage fees, commissions, or similar expenses. If you own CureVac Shares through a broker, dealer, commercial bank, trust company, or other nominee and your broker, dealer, commercial bank, trust company, or other nominee tenders your CureVac Shares on your behalf, your broker, dealer, commercial bank, trust company, or nominee may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company, or nominee to determine whether any charges will apply.

Q: What is an American Depositary Share (ADS)?

A: An American Depositary Share, which we refer to as an ADS, is a security that allows shares of foreign-based companies to trade more easily on U.S. exchanges. The BioNTech ADSs trade on Nasdaq. Each BioNTech ADS represents one BioNTech ordinary share. Upon request, and subject to certain fees, ADSs can be exchanged for the underlying ordinary shares. The Bank of New York Mellon, which we refer to as the depositary, holds the underlying BioNTech ordinary shares and acts as depositary for BioNTech's ADS program. See section "4.1 Information on the Offered American Depositary Shares" of the Exemption Document.

Q: How will untendered CureVac Shares be affected after the Offer?

A: If all conditions are satisfied or waived (including, if applicable, the reduced Minimum Condition of 75%) and the Offer expires then, as promptly as practicable following the expiration of the Subsequent Offering Period, BioNTech and CureVac will effectuate the post-offer reorganization and the New Topco U.S. Tax Election.

As a result of the post-offer reorganization, CureVac will cease to exist and no public shareholders will continue to hold shares in it. Any holders of CureVac Shares who do not participate in the Offer, including the Subsequent Offering period, will receive the same consideration in the post-offer reorganization as

such holder would have received had it participated in the Offer. However, BioNTech ADSs (and cash in lieu of fractional BioNTech ADSs) received pursuant to the post-offer reorganization will, in principle, be subject to Dutch dividend withholding tax at a rate of 15% if and to the extent the cancellation consideration exceeds the average paid-in capital, as recognized for Dutch dividend withholding tax purposes, which we refer to as the fiscally recognized capital, of the New Topco A shares immediately prior to the cancellation effective time, whereas no Dutch dividend withholding tax is applicable to the Offer Consideration received in exchange for the CureVac Shares tendered in the Offer or during the Subsequent Offering Period.

Notwithstanding the above, as long as New Topco has its place of effective management in Germany and is therefore exclusively considered a tax resident of Germany under the 2012 Convention between the Federal Republic of Germany and the Kingdom of the Netherlands for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, which we refer to as the double tax treaty between Germany and the Netherlands, as currently expected, the Netherlands will be restricted from imposing Dutch dividend withholding tax in respect of the cancellation consideration, except in the event the cancellation consideration is paid to (i) a shareholder who is resident or deemed to be resident in the Netherlands for Dutch income tax purposes or Dutch corporate income tax purposes, which we refer to as a Dutch resident holder, or (ii) a shareholder who is not resident nor deemed to be resident in the Netherlands for Dutch income tax purposes or Dutch corporate income tax purposes but who derives profits from an enterprise which enterprise is carried on, in whole or in part, through a permanent establishment or a permanent representative in the Netherlands, to which its New Topco A shares are attributable, which we refer to as a Dutch PE holder.

In order to apply this regime correctly, New Topco needs to identify its shareholders to assess whether they are Dutch resident holders and/or Dutch PE holders. As a practical matter, New Topco will not be able to make this confirmation with certainty prior to the cancellation effective time. Therefore, by default, Dutch dividend withholding tax will be withheld on the cancellation consideration if and to the extent the cancellation consideration exceeds the fiscally recognized capital of the New Topco A shares immediately prior to the cancellation effective time.

Shareholders who are neither a Dutch resident holder nor a Dutch PE holder may be able to reclaim any Dutch dividend withholding tax withheld from their cancellation consideration via New Topco. Dutch resident holders and Dutch PE holders may be eligible for a (partial) refund from the Dutch tax authorities

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directly, depending on the particular individual circumstances of the relevant New Topco shareholder. For additional information regarding the refund process, see section “3.1.2.14 *The Post-Offer Reorganization and the New Topco U.S. Tax Election*” and section “18.2 *Material Dutch Tax Considerations*” of the Exemption Document.

Q: How are CureVac’s outstanding equity awards being treated?

A: CureVac’s outstanding equity awards will be treated as follows:

Virtual Stock Option Awards: CureVac will work together with certain existing shareholders, which we refer to as the contributing shareholders, to cause the beneficiaries under CureVac’s outstanding virtual stock option awards, which we refer to as the CureVac VSOP awards, to enter into an amendment to the contractual terms of the CureVac VSOP awards providing for (i) the contributing shareholders to transfer the CureVac Shares required to settle the CureVac VSOP awards to the respective beneficiaries’ accounts established in connection with CureVac’s equity incentive plans, (ii) the beneficiaries to tender the respective CureVac Shares in order to receive the Offer Consideration for such CureVac Shares (in each case less any applicable tax withholdings) so that, as a consequence of (i) and (ii), any outstanding claims under the CureVac VSOP awards would be settled.

Performance Stock Units: At the closing of the Offer, each CureVac performance stock unit, which we refer to as a CureVac PSU, that is outstanding as of immediately prior to the closing of the Offer will become fully vested with respect to any time-vesting conditions applicable thereto and (i) if the performance-vesting conditions applicable to such CureVac PSU have been satisfied in full immediately prior to the closing of the Offer, will be settled in cash (without interest and subject to any applicable tax withholdings) in an amount equal to the product obtained by multiplying (a) the BioNTech ADS VWAP multiplied by the Exchange Ratio, which we refer to as the CureVac value per share, by (b) the total number of CureVac Shares subject to such CureVac PSU as of immediately prior to the closing of the Offer or (ii) if the performance-vesting conditions applicable to such CureVac PSU have not been satisfied in full immediately prior to the closing of the Offer, will be cancelled for no consideration.

Restricted Stock Units: At the closing of the Offer, each CureVac restricted stock unit, which we refer to as a CureVac RSU, that is outstanding as of immediately prior to the closing of the Offer, will become fully vested and will be settled in cash (without interest and subject to any applicable tax withholdings) in an amount

equal to the product obtained by multiplying (i) the CureVac value per share by (ii) the total number of CureVac Shares subject to such CureVac RSU as of immediately prior to the closing of the Offer.

Options: At the closing of the Offer, each CureVac option that is outstanding as of immediately prior to the closing of the Offer, which we refer to as a CureVac option, will become fully vested and, if the per share exercise price of such CureVac option is less than the CureVac value per share, then such CureVac option will be settled in cash (without interest and subject to any applicable tax withholdings) in an amount equal to the product obtained by multiplying (i) the excess of the CureVac value per share over the per share exercise price applicable to such CureVac option and (ii) the total number of CureVac Shares subject to such CureVac option. Any other CureVac option will be cancelled for no consideration at the merger effective time.

See section “3.1.2.6 *Treatment of CureVac Equity Awards*” of the Exemption Document.

Q: Are there risks associated with the Offer that I should consider?

A: Yes. There are a number of risks related to the Offer that are discussed in section “1 *Risk Factors*” of the Exemption Document.

Q: When is the Offer expected to be completed?

A: BioNTech intends to complete the Offer as soon as reasonably practicable following satisfaction of all of the required conditions. It is currently expected that the Offer will be completed in 2025. However, there is no guarantee that the conditions to the Offer will be satisfied or waived or that the Offer will close.

Q: When will BioNTech ADSs be delivered?

A: BioNTech currently expects to deliver BioNTech ADSs for CureVac Shares tendered (i) in the Offer approximately ten business days from the Expiration Time and (ii) in the Subsequent Offering Period approximately ten business days from the expiration of the Subsequent Offering Period.

Under German law, BioNTech is required to implement a share capital increase to issue a definitive number of BioNTech ordinary shares that will underly the BioNTech ADSs constituting the Offer Consideration. This requires the registration of a share capital increase in BioNTech’s commercial register, which

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is administered by the German local court (*Amtsgericht*) of BioNTech's judicial district. The exact timing of the registration process for capital increases lies with such court and is outside the control of BioNTech.

In light of the above, BioNTech cannot guarantee the precise timing of delivery of BioNTech ADSs in connection with the Offer or the Subsequent Offering Period. BioNTech believes such delivery could take up to three weeks, and it could be longer. BioNTech is delivering such BioNTech ADSs in accordance with the requirements of German law and practice, consistent with Rule 14d-1(d)(2)(iv) under the Exchange Act.

See section "1.9.9 *The Company must implement share capital increases to create the Offer Consideration, which will result in an extended settlement and may delay the closing of the Transactions. Tendering CureVac Shareholders will not receive any interest or other consideration as a result of this extended settlement,*" and "3.1.2.9 *Acceptance for Exchange of CureVac Shares; Delivery of BioNTech ADSs; Capital Increases*" of the Exemption Document.

Q: What are the material German income and withholding tax consequences of the Offer and the post-offer reorganization?

A: The exchange pursuant to the Offer or the cancellation of CureVac Shares for BioNTech ADSs generally will be a taxable event for CureVac Shareholders that are subject to German taxation. An individual shareholder who is a German tax resident and holds its CureVac Shares as private assets may not be subject to tax with respect to the exchange under certain circumstances, but otherwise will be subject to withholding tax at a rate of 26.375% plus church tax, if applicable, on the gain derived from the exchange, which tax is generally final. An individual shareholder who is a German tax resident and holds the CureVac Shares as business assets through a permanent establishment or dependent agent in Germany will be subject to personal income tax on 60% of the gain derived from the exchange, plus solidarity surcharge and, if applicable, trade tax and church tax. An individual shareholder who has held at least 1% of the share capital of CureVac at any time during the five years preceding the exchange will likewise be subject to personal income tax on 60% of the gain derived from the exchange, plus solidarity surcharge and, if applicable, trade tax and church tax. This applies regardless of whether such individual shareholder is a German tax resident.

A corporation that is a German tax resident will be subject to corporate income tax on 5% of the gain derived from the exchange, plus solidarity surcharge and trade tax. If the CureVac Shares are held by a partnership, personal income tax,

with respect to individual partners subject to German income tax, or corporate income tax with respect to corporate partners subject to German corporate income tax, as well as trade tax, as the case may be, will be assessed from the respective partner or the partnership, as the case may be. The receipt of cash in lieu of fractional BioNTech ADSs generally will be subject to German income tax. Such tax will generally be withheld at a rate of 26.375% plus church tax, if applicable, of the cash paid.

Any German withholding tax on capital gains generally will be levied by the applicable German disbursing agent (*i.e.*, the German credit institution, financial services institution or securities institution through which the recipient holds its CureVac Shares).

For the tax consequences of the exchange to non-German tax resident shareholders, including any exchange in the post-offer reorganization, see section "18.1 *Material German Tax Considerations*" of the Exemption Document.

CureVac Shareholders should consult their tax advisors regarding the German tax consequences of the Offer and the post-offer reorganization to them..

Q: What are the material Dutch income tax consequences of the Offer and the post-offer reorganization?

A: Holders of CureVac Shares that are subject to Dutch income tax may realize taxable income as a result of tendering their CureVac Shares pursuant to the Offer or as a result of the post-offer reorganization. See section "18.2 *Material Dutch Tax Considerations*" of the Exemption Document.

CureVac Shareholders should consult their tax advisors regarding the tax consequences (including the application and effect of any Dutch income or other tax laws) of the Offer and the post-offer reorganization in light of their particular circumstances.

Q: What are the material Dutch dividend withholding tax consequences of the Offer and post-offer reorganization?

A: No Dutch dividend withholding tax is applicable to the Offer Consideration received in exchange for CureVac Shares tendered in the Offer, including during the Subsequent Offering Period.

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However, the cancellation consideration received in the post-offer reorganization will, in principle, be subject to Dutch dividend withholding tax at a rate of 15% if and to the extent the cancellation consideration exceeds the fiscally recognized capital of the New Topco A shares immediately prior to the cancellation effective time.

All Dutch dividend withholding tax in respect of the cancellation consideration will be for the account of the holder of New Topco A shares. The Exchange Agent will be allowed to sell, or procure the sale of, in one or more transactions, the minimum number of BioNTech ADSs to obtain a sufficient cash amount to remit to the Dutch tax authority the relevant amount of Dutch dividend withholding tax, if any, and New Topco and the Exchange Agent will not be obliged to pay any additional amounts to a holder of New Topco A shares for any Dutch dividend withholding tax effectively deducted from the cancellation consideration.

Notwithstanding the above, as long as New Topco has its place of effective management in Germany and is therefore exclusively considered a tax resident of Germany under the double tax treaty between Germany and the Netherlands, as currently expected, the Netherlands will be restricted from imposing Dutch dividend withholding tax in respect of the cancellation consideration, except in the event the cancellation consideration is paid to (i) a Dutch resident holder, or (ii) a Dutch PE holder.

In order to apply this regime correctly, New Topco needs to identify its shareholders to assess whether they are Dutch resident holders and/or Dutch PE holders. As a practical matter, New Topco will not be able to make this confirmation with certainty prior to the cancellation effective time. Therefore, by default, Dutch dividend withholding tax will be withheld on the cancellation consideration if and to the extent the cancellation consideration exceeds the fiscally recognized capital of the New Topco A shares immediately prior to the cancellation effective time.

Shareholders who are neither a Dutch resident holder nor a Dutch PE holder may be able to reclaim any Dutch dividend withholding tax withheld from their cancellation consideration. Under current administrative practice, where a company incorporated under Dutch law is exclusively considered a tax resident in Germany pursuant to the double tax treaty between Germany and the Netherlands, as is expected for New Topco, the Dutch tax authorities generally require that refund applications be submitted through the designated withholding agent through an objection to the relevant dividend withholding tax return filed by the withholding agent. The dividend withholding tax return must be filed within one month following the cancellation and any objection must be submitted within

six weeks of the date of payment. Accordingly, shareholders who may be eligible for a refund have a limited window in which to request that New Topco, as withholding agent, initiate the objection process.

Dutch resident shareholders and Dutch PE holders may be eligible for a (partial) refund from the Dutch tax authorities directly, depending on the particular individual circumstances of the relevant New Topco shareholder.

There can be no assurances as to the success of any refund request. In any event, any amounts refunded will be in cash. Therefore, non-tendering CureVac Shareholders will not receive the investment benefit, if any, of receiving any BioNTech ADSs sold by the Exchange Agent as described above to cover any applicable Dutch dividend withholding tax.

CureVac Shareholders should consult their tax advisors regarding the tax consequences (including the application and effect of any Dutch income or other tax laws) of the Offer and the post-offer reorganization in light of their particular circumstances.

See section “18.2 Material Dutch Tax Considerations” of the Exemption Document.

Q: What are the material U.K. tax consequences of the Offer and post-offer reorganization?

A: The exchange of CureVac Shares for BioNTech ADSs should not constitute a taxable event for a CureVac Shareholder that is resident for tax purposes in the U.K. or holds CureVac Shares through a U.K. permanent establishment, and in each case holds the CureVac Shares as an investment and does not hold more than 5% of the CureVac Shares. The post-offer reorganization is likely to constitute a taxable event for any CureVac Shareholder that is resident for tax purposes in the U.K. or holds CureVac Shares through a U.K. permanent establishment. Note that the post-offer reorganization may also have Dutch and/or German withholding tax consequences for CureVac Shareholders that are resident for tax purposes in the U.K. or hold CureVac Shares through a U.K. permanent establishment, and such CureVac Shareholders should refer to section 18.1.2.1.2 and section 18.2.2.2.2 of the Exemption Document for details.

The exchange of CureVac Shares for BioNTech ADSs should not give rise to any U.K. tax consequences for a CureVac Shareholder that is not resident in the U.K. or does not hold CureVac Shares through a permanent establishment in the U.K.

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For further information, see section 18.3 “*Material U.K. Tax Considerations*” of the Exemption Document. CureVac Shareholders should consult their tax advisors regarding the U.K. or other tax consequences of the Offer and the post-offer reorganization.

Q: Are CureVac Shareholders or New Topco shareholders entitled to appraisal rights?

A: Neither CureVac’s Shareholders nor New Topco’s shareholders are entitled under Dutch law to exercise appraisal rights in connection with the Offer or the post-offer reorganization.

See section “3.1.2.19 *Appraisal Rights*” of the Exemption Document.

Q: How long do CureVac Shareholders have to decide whether to exchange their CureVac Shares for BioNTech ADSs in the initial Offer?

A: The initial Offer expires at 9:00 a.m. (New York City time) on December 3, 2025, unless the Offer is extended or terminated in accordance with the Purchase Agreement.

BioNTech is not providing for guaranteed delivery procedures, and therefore CureVac Shareholders must allow sufficient time for the necessary tender procedures to be completed during normal business hours of The Depository Trust Company, which we refer to as DTC, and the Exchange Agent, prior to the Expiration Time.

DTC’s cutoff for the processing of instructions for transactions like the Offer is 6:00 p.m. (New York City time). Therefore, as a practical matter, instructions to be transmitted via DTC must be submitted by that time on the business day prior to the Expiration Time.

Q: Can the Offer be extended and, if so, under what circumstances?

A: BioNTech may extend the Offer to such other date and time as may be agreed in writing by BioNTech and CureVac, and BioNTech will extend the Offer for any minimum period required by the SEC or Nasdaq.

In the event the Minimum Condition is reduced from 80% to 75% pursuant to the terms of the Purchase Agreement, such reduction will be announced and the

Offer will remain open for at least 10 business days from the date of such announcement.

In addition, BioNTech must extend the Offer on one or more occasions in consecutive periods of up to 10 business days each if, at the then-scheduled Expiration Time, any condition to the Offer has not been satisfied or waived, in order to permit satisfaction of such condition, or for periods of up to 20 business days in case of the antitrust approvals condition and the no legal restraints condition, if either of such conditions is not reasonably likely to be satisfied within such 10 business-day extension period. BioNTech will not be required to extend the Offer on more than four occasions if the sole remaining unsatisfied condition to the Offer is the Minimum Condition, and BioNTech will not be required to extend the Offer beyond 11:59 p.m. (New York City time) on March 12, 2026 (which outside date may be extended in accordance with the Purchase Agreement).

Q: How will CureVac Shareholders be notified if the Offer is extended?

A: Any extension of the Offer will be followed by a public announcement of the extension no later than 9:00 a.m. (New York City time) on the next business day after the day on which the Offer was otherwise scheduled to expire. Without limiting the manner in which BioNTech may choose to make any public announcement, BioNTech currently intends to make announcements regarding the Offer by issuing a press release and making an appropriate filing with the SEC and, if legally required, by means of an update to the Exemption Document.

Q: Will there be a Subsequent Offering Period?

A: Following the Acceptance Time, BioNTech will provide a Subsequent Offering Period in accordance with Rule 14d-11 promulgated under the Exchange Act of not less than 10 business days (calculated in accordance with Rule 14d-1(g)(3) under the Exchange Act).

Q: What is the process for exchanging CureVac Shares?

A: For you to validly tender your CureVac Shares pursuant to the Offer, prior to the Expiration Time:

If your shares are directly registered in your own name in CureVac’s shareholders register, including if you are a record holder and you hold shares in book-entry form on the books of CureVac’s transfer agent, the following must be received by

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the Exchange Agent at one of its addresses set forth in the letter of transmittal prior to the Expiration Time: (i) the letter of transmittal, properly completed and duly executed, and (ii) any other documents required by the letter of transmittal.

If your shares are held in "street" name and are being tendered by book-entry transfer into an account maintained at DTC, the following must be received by the Exchange Agent at one of its addresses set forth in the letter of transmittal prior to the Expiration Time: (i) the letter of transmittal, properly completed and duly executed, or an agent's message; (ii) a book-entry confirmation from DTC; and (iii) any other required documents.

If you hold your shares through a broker, dealer, commercial bank, trust company, or other nominee, you must contact your broker, dealer, commercial bank, trust company, or other nominee and give instructions that your shares be tendered.

See section "3.1.2.7 Procedures for Tendering" of the Exemption Document.

Q: Until what time can the CureVac Shares be withdrawn?

A: A CureVac Shareholder may properly withdraw CureVac Shares tendered pursuant to the Offer at any time prior to the Expiration Time. Following the Expiration Time, CureVac Shareholders that have tendered their shares pursuant to the Offer will no longer be able to withdraw their shares and tenders of shares made pursuant to the Offer will be irrevocable; provided that, if BioNTech has not yet accepted CureVac Shares tendered for exchange, any CureVac Shareholder may withdraw its tendered shares after the 60th day following commencement of the Offer pursuant to Section 14(d)(5) of the Exchange Act.

CureVac Shares tendered during the Subsequent Offering Period may not be withdrawn.

Q: What is the procedure to withdraw previously tendered CureVac Shares?

A: To properly withdraw previously tendered shares, CureVac Shareholders must instruct the Exchange Agent to arrange for the withdrawal of such shares by a written notice of withdrawal, which must be timely received by the Exchange Agent prior to the Expiration Time at the appropriate address set forth below. Any notice of withdrawal must specify the name of the person having tendered the CureVac Shares to be withdrawn, the number of tendered CureVac Shares to be withdrawn, and the name of the holder of the tendered CureVac Shares to be

withdrawn, if different from that of the person who tendered such shares.

The Exchange Agent's address is:

Computershare Trust Company, N.A.

If delivering by trackable mail, including overnight delivery or any other expedited service:

Computershare Trust Company,
N.A.
c/o Voluntary Corporate Actions;
COY: BNSB
150 Royall Street, Suite V
Canton, MA 02021

If delivering by First Class Mail:

Computershare Trust Company N.A.
c/o Voluntary Corporate Actions: COY
BNSB
P.O. Box 43011
Providence, RI 02940

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by BioNTech, in its sole discretion, which determination will be final and binding, subject to any judgment of any court of competent jurisdiction. No withdrawal of tendered CureVac Shares will be deemed to have been properly made until all defects and irregularities have been cured or waived. None of BioNTech or any of its affiliates or assignees, the Exchange Agent, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of CureVac Shares may not be rescinded, and any CureVac Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn CureVac Shares may be retendered by following one of the procedures for tendering described above.

Q: Who can answer my questions?

A: If you have any questions about the Offer or need additional copies of the Exemption Document, you should contact BioNTech's information agent:

Georgeson LLC

Questions and Answers

51 West 52nd Street, 6th Floor
New York, NY 10019
Call Collect (732) 353-1948
Call Toll-Free (888) 686-7195
Email: Curevacoffer@georgeson.com

Q: Where can I find more information relating to the Offer?

A: You can find more information on the Offer in the Exemption Document and the documents referred to therein in sections “2.7 Documents Available for Inspection” and “2.6 Information from Third Parties”.

Certain Definitions

Unless stated otherwise, or the context otherwise requires, all references in these Questions and Answers to:

- the “Acceptance Time” are to the time BioNTech accepts for exchange CureVac Shares tendered in the Offer;
- “BioNTech” are to BioNTech SE, a European stock corporation (*Societas Europaea*) organized under the laws of Germany and the European Union;
- “BioNTech ADSs” are to the American Depositary Shares of BioNTech, each representing one BioNTech ordinary share;
- the “BioNTech ADS VWAP” are to the volume-weighted average of the price per BioNTech ADS over the period of 10 consecutive trading days ending on, and including, the fifth trading day immediately preceding the Expiration Time, taken to four decimal places;
- “BioNTech ordinary shares” mean the ordinary shares, no par value, with a notional amount attributable to each ordinary share of €1, of BioNTech;
- the “cancellation” are to the cancellation (*intrekking*) of all New Topco A shares issued and outstanding as of the cancellation effective time, pursuant to a resolution of the general meeting of New Topco, whereby each such New Topco A share is cancelled against the cancellation consideration;
- the “cancellation consideration” are to the consideration received by holders of New Topco A shares upon the cancellation thereof, which will be a payment in kind equal to (i) the product of (a) the Offer Consideration and (b) the number of New Topco A shares held by such holders immediately before the post-downstream merger share sale (with cash paid in lieu of any resulting fractional BioNTech ADSs) minus (ii) the number of BioNTech ADSs sold by the exchange agent to satisfy the payment of applicable Dutch withholding tax with respect to such holders;
- the “cancellation effective time” are to 00:30 CET on the merger effective date;
- “CET” means Central European Time or Central European Summer Time, as applicable;
- “CureVac” are to CureVac N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of the Netherlands;
- the “CureVac boards” are to the supervisory board and management board of CureVac;
- “CureVac SE” are to CureVac SE, a European stock corporation (*Societas Europaea*) organized under the laws of Germany and the European Union;
- the “CureVac Shares” are to the outstanding ordinary shares, nominal value €0.12 per share, of CureVac;
- the “DCC” are to the Dutch Civil Code (*Burgerlijk Wetboek*);
- the “EGM” are to the extraordinary general meeting of CureVac convened, or to be convened, in connection with the Offer;
- the “Exchange Act” are to the Securities Exchange Act of 1934, as amended;
- the “Exchange Agent” are to Computershare Trust Company, N.A.
- the “Exchange Ratio” are to the ratio of BioNTech ADSs to be received per CureVac Share tendered, taken to five decimal places;
- the “Expiration Time” are to the latest time to which the initial Offer has been extended in accordance with the Purchase Agreement.
- the “legal downstream merger” are to a Dutch legal merger of CureVac (as disappearing company) with and into New Topco (as acquiring company surviving such merger), with New Topco issuing New Topco A shares to the remaining CureVac Shareholders other than BioNTech and New Topco B shares to BioNTech, in accordance with Section 2:309 et seq. of the DCC;
- the “merger effective date” are to the date on which the legal downstream merger becomes effective;
- the “merger effective time” are to 00:00 CET on the merger effective date;
- the “Minimum Condition” are to at least 80% (or 75% under certain circumstances) of CureVac’s issued and outstanding capital immediately prior to the Expiration Time having been validly tendered and not properly withdrawn immediately prior to the Expiration Time;
- “New Topco” are to CureVac Merger B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands and a direct wholly owned subsidiary of CureVac;
- “New Topco A shares” are to class A shares in the capital of New Topco;
- “New Topco B shares” are to class B shares in the capital of New Topco;
- the “New Topco U.S. Tax Election” are to an election by New Topco to be disregarded as an entity separate from BioNTech for U.S. federal income tax purposes, effective one day after the cancellation;

Certain Definitions

- “Nasdaq” are to a market of Nasdaq Stock Market LLC;
- the “Offer” are to the exchange offer by BioNTech to acquire all CureVac Shares contemplated by the Exemption Document;
- the “Offer Consideration” are to the number of BioNTech ADSs to be received per CureVac share in the Offer;
- the “outside date” are to 11:59 p.m. (New York City time) on March 12, 2026, which will automatically be extended by up to two 90-day periods if all conditions to the offer other than the condition relating to antitrust approvals is satisfied;
- the “post-downstream merger share sale” are to the sale and transfer of all outstanding ordinary shares in the capital of CureVac SE by New Topco to BioNTech;
- the “post-offer reorganization” are to the corporate reorganization of CureVac and its subsidiaries that BioNTech and CureVac will effectuate as promptly as practicable following the expiration of the Subsequent Offering Period by means of the legal downstream merger promptly followed by the post-downstream merger share sale and the cancellation;
- the “Purchase Agreement” are to the Purchase Agreement, dated as of June 12, 2025, by and between BioNTech and CureVac, a copy of which is included in the Exemption Document, as it may be amended from time to time;
- the “SEC” are to the U.S. Securities and Exchange Commission;
- the “subsequent EGM” are to a subsequent EGM that may be held to obtain the approval of the remaining outstanding resolutions if any of the resolutions of CureVac that are a condition to the closing of the Offer are not approved and adopted at the EGM;
- the “Subsequent Offering Period” are to a subsequent offering period in accordance with Rule 14d-11 promulgated under the Exchange Act of not less than 10 business days (calculated in accordance with Rule 14d-1(g)(3) under the Exchange Act); and
- “Transactions” are to the transactions contemplated by the Purchase Agreement.