Annual General Meeting of BioNTech SE on 17 May 2024

Compensation System 2024 for the Members of the Management Board of BioNTech SE

1 Main Features of the Compensation System and Contribution to Promoting the Business Strategy and Long-Term Development of BioNTech SE

The structure of the compensation of the Management Board of BioNTech SE ("**Company**") is designed to contribute to the implementation of corporate governance based on sustainability and a long-term approach. The compensation is therefore also linked to ethical, ecological and social criteria. The compensation system provides incentives for the sustainable, long-term development of the Company as a whole and for the long-term commitment of the members of the Management Board. The compensation system is clear and comprehensible. It is aligned with the requirements of the German Stock Corporation Act (AktG) and the recommendations of the German Corporate Governance Code in the version dated April 28, 2022 ("**GCGC 2022**"). It ensures that the Company's Supervisory Board can react to organizational changes and flexibly take into account changing market conditions. The Supervisory Board is responsible for determining the structure of the compensation system. The Supervisory Board determines the specific compensation of the individual members of the Management Board on the basis of the compensation system. To the extent permitted by law, the Supervisory Board wishes to offer the members of the Management Board compensation that is both in line with the market and competitive in order to be able to attract and retain outstanding individuals in the future.

The Supervisory Board takes the following framework conditions into account when determining the specific remuneration:

- The compensation of the members of the Management Board should be commensurate with their duties and performance as well as the situation and success of the Company. It should be in line with market standards.

- The compensation of the members of the Management Board should not exceed the usual compensation without special reasons.

  - The Supervisory Board will assess the appropriateness of the compensation on the basis of a horizontal comparison with the compensation of members of the Management Board of comparable companies and on the basis of a vertical comparison with the compensation of senior management and the Company's entire workforce, taking into account the overall development over time.

  - For the horizontal comparison, the Supervisory Board uses the compensation data of comparable companies, taking into account in particular the market position of the Company (including market capitalization, sector, size, country, listing on the NASDAQ Global Select Market) and the overall economic situation of the Company. In order to improve the comparability of the Company with companies from the European and US markets, the Supervisory Board initially considers (sector-specific) listed European and US companies when composing the peer group. Furthermore, as part of the horizontal comparison, the Supervisory Board also considers German companies, in particular from the TecDAX, MDAX and DAX. The Supervisory Board may also consider other listed companies of a comparable size in Germany and abroad, particularly in Europe.

– For the vertical comparison, the Supervisory Board takes into account the compensation of senior management, consisting of the executives reporting directly to the Management Board. Furthermore, the Supervisory Board also takes into account the average compensation of the BioNTech Group's total workforce over time.

- The variable compensation resulting from the achievement of long-term targets should exceed the proportion of short-term targets in order to align the compensation of the members of the Management Board with long-term business development in particular.
- The individual performance of a member of the Management Board should be appropriately taken into account and rewarded. Failure to achieve targets should lead to an appropriate reduction in variable remuneration. However, the compensation structure should not encourage the taking of inappropriate risks.

2 Participation of the Annual General Meeting, Application and Review of the Compensation System

The compensation system adopted by the Supervisory Board is submitted to the Annual General Meeting for approval. If the Annual General Meeting does not approve the compensation system put to the vote, a revised compensation system will be presented at the latest at the following Annual General Meeting.

(a) Regular Review of Appropriateness

The appropriateness of the compensation components is reviewed annually by the Supervisory Board. The Supervisory Board is supported in this by the Compensation, Nominating and Governance Committee. This Committee develops recommendations on the Management Board compensation system, which the Supervisory Board discusses and decides on. If necessary, the Supervisory Board can consult an external compensation expert, who should be independent of the Management Board and the Company, to develop and update the compensation system and to assess the appropriateness of the compensation. In the event of significant changes to the compensation system, but at least every four years, the Supervisory Board will submit the compensation system to the Annual General Meeting for approval. Following approval by the Annual General Meeting, the present compensation system for members of the Management Board will apply to all new Management Board service contracts to be concluded or Management Board service contracts to be extended. It is planned to conclude new Management Board service contracts with all Management Board members with effect from January 1, 2025.

The Supervisory Board and the members of the Compensation, Nominating and Governance Committee take appropriate measures to ensure that potential conflicts of interest of Supervisory Board members involved in discussions and decisions on the compensation system are avoided and, if necessary, resolved. Each member of the Supervisory Board is obliged to report conflicts of interest to the Chairman of the Supervisory Board. The Supervisory Board decides how to deal with an existing conflict of interest on a case-by-case basis. In particular, a Supervisory Board member affected by a conflict of interest may not participate in a meeting or individual discussions and decisions of the Supervisory Board or the Compensation, Nominating and Governance Committee.

(b) Temporary Deviation from the Compensation System

In justified exceptional cases, the Supervisory Board may decide to temporarily deviate from the compensation system (regulations on the compensation structure and amount, regulations regarding the individual compensation components or the composition of the peer group of companies) if this is necessary in the interests of the long-term well-being of the Company. The targets and target values generally do not change during the respective periods relevant to target achievement. In the event that extraordinary, unforeseen developments occur (e.g. serious economic crises), the effects of which are not adequately reflected in the targets and which render the original corporate targets invalid, the Supervisory Board may take this into account appropriately in justified, rare special cases when setting targets.

Generally unfavorable market developments are expressly not considered to be extraordinary developments that took place during the year. Such deviations or extraordinary developments are clearly explained and justified in the compensation report.

If the Supervisory Board decides to deviate from the compensation system, it must specifically describe the duration of the deviation and the deviation as such, as well as the reason for it (i.e. why the long-term well-being of the Company requires the deviation) in an appropriate form in its resolution.

In the event of a temporary deviation from the compensation system, details of the deviations, including an explanation of the necessity of the deviations and the specific components of the compensation system from which the deviation was made, are provided in the compensation report for the following year.

3 Compensation Components, Target Total Remuneration, Maximum Remuneration

The total compensation of each member of the Management Board consists of three components:

- fixed compensation (see 3 (a)),
- a short-term performance-related variable compensation (Short Term Incentive, STI) (see 3 (b) aa)) and

- a long-term, performance-related variable compensation (Long Term Incentive, LTI) (see 3 (b) bb)).

The compensation components described in more detail below are reference values for:

- the target total compensation individually determined for a Management Board member (see 4 (a)), and
- the fixed maximum compensation of the members of the Management Board (Expense Cap, see 4 (b)).

Compensation Components	Assessment Basis / Parameters
Non-Performance-Related Components	
Fixed compensation	Fixed contractually agreed compensation paid out in twelve equal monthly installments
Fringe benefits	Essentially, possible agreement of a payment on taking office (*sign-on bonus*), contributions to health insurance and long-term care insurance and to supplementary insurance, conclusion of D&O insurance with deductible in accordance with section 93(2) sentence 3 AktG, non-cash benefits from bicycles and travel allowances as well as relocation costs and costs for tax advice
Performance-Related Components	
Short-term performance-related variable compensation (*Short-Term Incentive, STI*)	Target bonus Limitation of the amount paid out: up to a maximum of 60% of the amount of the fixed compensation Performance criteria: Corporate goals and ESG goals STI is due in cash in the month following the approval of the consolidated financial statements

Long-term performance-related variable compensation (*Long Term Incentive, LTI*)	Stock option program and performance share unit program Performance targets of the stock option program: (i) Relative price performance and (ii) Absolute price performance Performance target of the performance share unit program: Relative share price performance Waiting period: Four years after allocation of the stock options or allocation of the performance share units

As the individual compensation components are determined individually for each Management Board member and, in addition, the scope of the planned starting amount for the assessment may vary in the different financial years, the expected relative shares of the individual compensation components can only be stated as percentage ranges. In general, the target total compensation for the entire Management Board should be structured in such a way that the share of fixed compensation is around 20% of the target total remuneration, the share of the STI (target amount) in the target total compensation is around 10% and the share of the LTI (target amount) in the target total compensation is around 70%.

For the Chairman of the Management Board, the share of fixed compensation is approximately between 10% and 20% of the target total compensation and the share of variable compensation is approximately between 80% and 90% of the target total compensation. The STI (target amount) accounts for approximately between 5% and 15% of the target total compensation and the LTI (target amount) for approximately between 70% and 80% of the target total compensation.

For the other members of the Management Board, the share of fixed compensation is approximately between 20% and 30% of the target total compensation and the share of variable compensation is approximately between 70% and 80% of the target total compensation. The STI (target amount) accounts for approximately between 10% and 20% of the target total compensation and the LTI (target amount) for approximately between 60% and 70% of the target total compensation.

Legally binding relative ranges are not defined. This ensures that the Supervisory Board can set the target total compensation in line with the principles of this compensation system in an appropriate relationship to the situation and success of the Company. The maximum compensation remains unaffected by this.

(a) Fixed Compensation and Fringe Benefits

The fixed compensation consists of a fixed, non-performance-related basic compensation, which is paid out as a salary in twelve monthly installments.

Other components of the fixed compensation are fringe benefits, such as allowances for health insurance, long-term care insurance and supplementary insurance, the conclusion of a D&O insurance policy with a deductible in accordance with section 93(2) sentence 3 AktG, non-cash benefits from bicycles and travel allowances as well as relocation costs and costs for tax advice.

In individual cases, the Supervisory Board may grant a sign-on bonus on the occasion of a new Management Board member taking office in the year of joining or the second year of appointment. Such a payment can, for example, compensate for losses of variable compensation that a Management Board member suffers as a result of joining the Company from a previous employer.

(b) Performance-Related, Variable Compensation Components

The variable compensation components are linked to the success of the BioNTech Group. They consist of a short-term variable compensation component (Short-Term Incentive, STI) and a long-term variable compensation component (Long-Term Incentive, LTI). The amount of each component depends on the achievement of financial and non-financial performance indicators. With a view to sustainable, successful corporate development that is aligned with the interests of the shareholders and with the aim of ensuring that the compensation of the members of the Management Board is appropriate to the Company's situation, the Supervisory Board agrees the relative shares of various targets in the Management Board service contract with each member of the Management Board and sets the target figures6efiningng target achievement for each member of the Management Board before a financial year.

aa) Short Term Incentive, STI (Short-Term Oriented Variable Compensation)

The STI is a performance-related bonus with a one-year assessment period. The STI amounts to a maximum of 60% of the amount of the fixed compensation per year and depends on financial performance criteria and non-financial performance criteria (performance targets) of the BioNTech Group. It is granted entirely in cash.

The performance targets are set by the Supervisory Board for the upcoming financial year as follows:

- Corporate Goals

  The Supervisory Board first defines ambitious and measurable company-related objectives (Company Goals), which are based on both operational and strategic objectives and can be set uniformly for all Management Board members or individually for individual Management Board members.

The Company Goals can relate to both the Company and the BioNTech Group. In particular, Company Goals may be:

– Financial development in line with the published financial forecast;

– Share price performance compared to the NASDAQ Biotechnology Index;

– Targets relating to business development;

– Targets relating to product development and approval.

– The Supervisory Board can also define other Company Goals for a financial year.

- ESG Goals

  In addition to the Company Goals, the Supervisory Board can also set environmental, social and governance targets ("**ESG Targets**") for all members of the Management Board in order to incentivize sustainable and long-term corporate success, either uniformly or individually for individual members of the Management Board. With regard to the ESG Targets, the Supervisory Board defines the specific ESG Targets for a financial year on the basis of the following list of targets:

– Employee targets;

– Sustainability targets;

– Diversity targets;

– Targets relating to energy and the environment;

– Corporate Governance.

In addition, the Supervisory Board can also define other ESG Targets for a financial year or base them on an external rating from Institutional Shareholder Services Inc ("**ISS**"). The rating can range from D- (particularly poor) to A+ (excellent), as shown in the table below.

D-	**D**	**D+**	**C-**	**C**	**C+**	**B-**	**B**	**B+**	**A-**	**A**	**A+**
bad			**medium**			**good**			**excellent**		

If the Supervisory Board decides to base the ESG Targets on a rating of ISS, the Supervisory Board determines the minimum rating to be achieved for the financial year in question in order to fully meet the ESG Targets in accordance with the table shown above. If the ESG rating of ISS in a financial year is in line with the previously defined target or better, the ESG Targets are fully met and there is a target achievement of 100% in relation to 20% to 30% of the STI. If ISS's ESG rating in a financial year is worse than the previously defined target, the short-term variable compensation in relation to the ESG Targets is zero.

At its first meeting after the end of the financial year, the Supervisory Board determines the actual target achievement of the STI for the respective Management Board member. The target achievement of the STI is measured against the achievement of the respective Corporate Goals and ESG Targets. The relative weighting is 70% to 80% for the Corporate Goals and 20% to 30% for the ESG Targets.

The Supervisory Board uses its best judgment to determine the extent (expressed as a percentage) to which the Corporate Goals have been achieved. 70 % to 80 % of the STI target is multiplied by the percentage achieved.

The Supervisory Board also determines at its own discretion the extent to which the ESG Targets have been achieved (expressed as a percentage). 20% to 30% of the STI target is multiplied by the percentage achieved. Alternatively, the achievement of the ESG Targets can be reviewed during the respective assessment period depending on the rating prepared by ISS.

The payment amount of the STI is due for payment in the month following approval of the Company's consolidated financial statements for the financial year that is relevant for the STI.

bb) Long-Term Incentive, LTI (Long-Term Variable Compensation)

The LTI is intended to promote the Management Board's long-term commitment to the Company and its sustainable growth. The performance targets of the LTI are therefore linked to the long-term development of the Cand thus promote the business strategy.

The LTI is a long-term, multi-year performance-related compensation that is granted either in the form of a stock option program or a performance share unit program ("**PSUP**") in annual tranches. For each member of the Management Board, the Supervisory Board determines for each financial year the ratio in which the LTI is granted under the stock option program and under the PSUP.

Stock Option Program

Each tranche of the stock option program generally has a term of up to ten years. However, the stock options may only be exercised for the first time after a waiting period and a parallel vesting period totaling four years ("**Option Performance Period**"), provided that the performance targets and vesting periods have been met. Each Option Performance Period begins with the allocation of stock options by the Supervisory Board in the relevant financial year ("**Allocation Financial Year**"). If the stock options are not exercised after the Option Performance Period, the Option Performance Period is automatically extended by one year in each case, but by a maximum of six further years.

In the Allocation Financial Year, the Supervisory Board resolves that a number of stock options will be issued to each member of the Management Board and thus allocated. This number is calculated as the quotient of the individual LTI target amount agreed in the Management Board service contract for stock options and the amount by which a specific target price exceeds the exercise price, which should be at least USD 105.16 based on an assumed market capitalization of USD 25 billion. The date of the Supervisory Board's resolution on the issue of the stock options is the "**Option Issue Date**".

Success Targets

The stock options can only be exercised after the Option Performance Period if the following performance targets are met:

- The volume-weighted average closing price of American Depositary Shares of the Company on the NASDAQ stock exchange ("**ADS**") on the last ten trading days prior to the date of exercise of the stock options, multiplied by the number of ADSs representing one share, exceeds the exercise price by at least 80 %; whereby this percentage increases by 20 percentage points from the fifth and each subsequent anniversary of the Option Issue Date (absolute price performance).

- In addition, the share price (calculated on the basis of the price of an ADS listed on the NASDAQ stock exchange multiplied by the number of ADSs representing one share) must have performed as well or better in percentage terms than the NASDAQ Biotechnology Index or a comparable successor index in the period from the last trading day before the Option Issue Date to the fifth trading day before the start of the relevant exercise period (relative price performance).

The Supervisory Board must provide for a possibility of limitation for extraordinary developments (cap). The LTI for the stock options is limited to 800% of the exercise price set by the Supervisory Board. If one or both performance targets are not achieved during the Option Performance Period, the stock options expire without compensation.

Waiting Period and Exercise Period

The stock options may be exercised by the members of the Management Board for the first time four years after the allocation date by the Supervisory Board (vesting period) and may be exercised no later than ten years after the allocation date. If the stock options have not been exercised by then, they expire without compensation.

Vesting Conditions

One quarter of the stock options allocated to the members of the Management Board vest at the beginning of the Option Performance Period each year from the allocation date. Premature termination of the Management Board service contract during the vesting period leads to a corresponding reduction in the vested stock options. The unvested portion of the allocated stock options lapses without compensation.

Cash Settlement

The option conditions may stipulate that the Company may choose to grant the members of the Management Board (1) its own existing shares in the Company, (2) its own ADSs, (3) shares or rights or certificates representing these in another listed company, (4) a cash payment or (5) another form of fulfilment instead of new shares from conditional capital to service the stock options.

The amount of the cash payment is calculated by multiplying the vested stock options by the difference between the exercise price and the exercise price for the stock options.

Exercise Price (Ausübungspreis)

The exercise price for the stock options is the average volume-weighted closing price of the share or ADS multiplied by the number of ADSs representing a share on the stock exchange or trading system with the highest total trading volume ("**Primary Stock Exchange**") over the last 90 trading days prior to the Option Issue Date. However, if this average closing price falls below USD 105.16 (calculated on the basis of an assumed market capitalization of USD 25 billion divided by the shares issued by the Company as at December 31, 2023), the exercise price is to be based on this amount.

Exercise Price (Ausübungskurs)

The exercise price for the stock options is the closing price of the share or ADS multiplied by the number of ADSs representing a share on the last trading day before the day on which the stock options are exercised ("**Option Exercise Date**") on the Primary Stock Exchange on the ten trading days prior to the Option Exercise Date.

Performance Share Unit Program (PSUP)

Each tranche of the PSUP has a term of four years ("**PSU Performance Period**"). Each PSU Performance Period begins with the allocation of PSUs by the Supervisory Board in the relevant financial year ("**Allocation Financial Year**").

At the beginning of the Allocation Financial Year in which they are granted, the members of the Management Board are each allocated a number of PSUs. The number of PSUs to be allocated is calculated as a quotient of an individually agreed LTI target amount ("**PSU Target Amount**") in the respective Management Board service contract for the PSUs and an exercise price set in relation to this.

The exercise price for the PSUs is the average closing price of the last 90 trading days prior to the date of the Supervisory Board's resolution on the issue of the PSUs ("**PSU Issue Date**"). However, if this average closing price falls below USD 105.16 (calculated on the basis of an assumed market capitalization of USD 25 billion divided by the shares issued by the Company as of December 31, 2023), the exercise price is to be based on this amount.

With the help of long-term variable compensation in the form of the PSUP, the interests of the members of the Management Board and the shareholders are to be aligned even more clearly with regard to a sustainable increase in the value of the Company. The PSUP is intended to ensure the long-term commitment of the Management Board to the Company and serve as an incentive.

Performance Targets and Determination of Target Achievement

The PSUs can only be exercised if the following condition is met: the share price (calculated on the basis of the price of an ADS listed on the NASDAQ stock exchange multiplied by the number of ADSs representing one share) must have performed as well or better in percentage terms than the NASDAQ Biotechnology Index or a comparable successor index in the period from the last trading day before the PSU Issue Date to the fifth trading day before the start of the relevant exercise period.

If the share price (calculated on the basis of the price of the ordinary share underlying the ADS) has underperformed the NASDAQ Biotechnology Index or a comparable successor index in percentage terms in the period from the last trading day before the PSU Issue Date to the fifth trading day before the start of the relevant exercise period, the performance target of the PSUP will not be achieved. In this case, the PSUs cannot be exercised and expire without compensation.

However, if the share price (calculated on the basis of the price of the ordinary share underlying the ADS) has performed as well or better than the NASDAQ Biotechnology Index or a comparable successor index in percentage terms in the period from the last trading day before the PSU Issue Date to the fifth trading day before the start of the relevant exercise period, the performance target of the PSUP is achieved. The PSUs can be exercised in accordance with the performance of the share on the trading system with the highest total trading volume on the last ten trading days.

Waiting Period

The PSUs granted vest 100% after a vesting period of four years from the date of allocation.

At the end of this four-year waiting period, the Supervisory Board reviews whether the Management Board members have achieved the performance target for the PSUs described above. If this performance target is achieved, the PSUs can be converted into a cash payment, shares or ADSs.

Vesting Conditions

One quarter of the stock options allocated to the members of the Management Board at the beginning of the PSU Performance Period vest each year from the allocation date. Early termination of the Management Board service contract during the vesting period leads to a corresponding reduction in the vested PSUs. The unvested portion of the PSUs granted lapses without compensation.

Cash Settlement

The option conditions for the PSUs may provide that the Company may choose to grant the Management Board members (1) its own existing shares in the Company, (2) its own ADSs, (3) shares or rights or certificates representing them in another listed company, (4) a cash payment or (5) another form of settlement instead of new shares from authorized capital to service the PSUs.

The amount of the cash payment is calculated by multiplying the exercisable PSUs by the exercise price.

Exercise Price

The exercise price for the PSUs is the closing price of the Company's share or (in the case of trading in rights or certificates representing the shares) the closing price of the right or certificate converted into an amount per share on the last trading day prior to the day on which the PSUs are exercised ("**PSU Exercise Date**") in the trading system with the highest total trading volume on the ten trading days prior to the PSU Exercise Date.

Adjustments to Capital and Structural Measures

The Supervisory Board is authorized, to the extent permitted by law, to take compensatory measures, particularly in the following cases, in order to avoid a dilution or increase in the value of the grants intended with the stock options and PSUs:

- Capital increase from Company funds by issuing new shares,
- Reduction in the number of shares through the consolidation of shares without a simultaneous capital reduction or increase in the number of shares without a simultaneous increase in the share capital,
- Capital reduction with a reduction in the total number of shares issued by the Company, or
- other capital or structural measures with the same effect.

At the reasonable discretion of the Supervisory Board, such financial compensation is preferably achieved by adjusting the number of stock options or PSUs earned over time and based on performance and/or the exercise price.

4 Total Target Compensation and Maximum Compensation

The compensation of the members of the Management Board should be commensurate with their duties and performance as well as the Company's situation and in line with market standards. The compensation system should provide incentives for the sustainable and long-term development of the Company as a whole and for the long-term commitment of the members of the Management Board. The Supervisory Board takes this into account when determining the target total compensation for each member of the Management Board (see 4 (a)). Successful Management Board work should be rewarded in an appropriate proportion so that the members of the Management Board participate in the positive development of the Company in the same way as the shareholders. In order to avoid taking inappropriate risks and to maintain an appropriate relationship to the situation and success of the Company, the compensation of the Management Board is limited by setting a maximum compensation (expense cap (see 4 (b)).

Target setting, target achievement and the compensation structure based on this are explained in the annual compensation report, so that the relationship between business success and Management Board compensation is clearly and comprehensibly presented to shareholders.

(a) Target Total Compensation

Based on the compensation system, the Supervisory Board determines a target total compensation for each member of the Management Board for the upcoming financial year. The target total compensation corresponds to the sum of the fixed compensation, target STI (see 3 (b) aa) and target LTI (see 3 (b) bb)).

(b) Maximum Compensation

In accordance with section 87a(1) sentence 2 no. 1 AktG, the Supervisory Board determines a maximum compensation for the members of the Management Board, consisting of the amount for the fixed, non-performance-related remuneration, the amounts for fringe benefits and the maximum amounts for variable compensation (expense cap). It does not matter when the corresponding compensation element was paid out, but for which financial year it was granted.

The maximum compensation of the Management Board members for a financial year thus corresponds to the sum of the maximum inflows of all compensation components granted to the respective Management Board member in a financial year, whereby the time of inflow is irrelevant. The maximum compensation is fixed for each member of the Management Board. The possible capping of the amount exceeding the maximum compensation takes place at the time at which the long-term variable compensation would generally be paid out.

The amount paid out for the variable compensation components (STI and LTI) depends on ambitious performance targets. In addition, in accordance with the recommendations of the GCGC 2022, the vast majority of the compensation of Management Board members is granted in the form of long-term variable compensation in the form of stock options and/or PSUs, the payout amount of which can fall to zero (namely if the performance targets are not met). The maximum compensation therefore does not represent the compensation level targeted or deemed appropriate by the Supervisory Board, but merely an absolute maximum limit that can only be reached in the event of a very sharp rise in the share price.

The maximum compensation for a financial year - regardless of whether it is paid out in the financial year in question or at a later date - is EUR 20 million for the Chairman of the Management Board and EUR 10 million for all other members of the Management Board. For example, the value of the stock options granted under the LTI must be at least eight times the exercise price at the time the stock options are exercised, i.e. the share price of ADS must have increased eightfold at the time the options are exercised compared to the time of allocation. In addition, the demanding performance targets that are a prerequisite for exercising the stock options must be achieved.

The maximum compensation may deviate from the specified maximum compensation when a new member of the Management Board takes up office in the year of joining or the second year of appointment if, in exceptional cases, the Supervisory Board grants the new Management Board member payments on taking up office (sign-on bonus) to compensate for payments foregone from the previous employment relationship. In this case, the maximum compensation for this one financial year is increased by up to 50% for the Chairman of the Management Board and by up to 25% for ordinary members of the Management Board.

Any severance payments in the event of premature termination of Management Board activity and other special benefits that do not serve as consideration for the services of the Management Board member but may be granted by the Supervisory Board on an ad hoc basis (e.g. relocation costs, compensation payments for bonus losses at the previous employer, compensation for maternity leave) are not included in the maximum compensation and are not limited by it. Any payments to the members of the Management Board from third parties that are not subsidiaries of the Company (e.g. from shareholders) are also not included in the maximum compensation and are not subject to the requirements of this compensation system. Their disclosure in accordance with section 162(2) No. 1 AktG remains unaffected.

5 Claw-Back and Withholding or Reduction (Malus) of Compensation Components

The service contracts of Management Board members (see 6) and the terms and conditions of the stock option program and the PSUP contain so-called malus and clawback provisions that entitle the Company to withhold or reclaim variable compensation components in full or in part in the event of a breach by the Management Board member concerned of internal company conduct guidelines or statutory obligations. Furthermore, new service contracts to be concluded or extended for members of the Management Board and the conditions of the stock option program will in future contain a provision according to which the members of the Management Board are obliged to repay variable compensation that has already been paid out if it transpires after payment that the basis for calculating the amount paid out was incorrect.

6 Compensation-Related Legal Transactions

(a) Terms of Management Board Service Contracts

The service contracts of the members of the Management Board are concluded for the duration of their appointment, i.e. a maximum of five years, and are extended for the duration of each reappointment. Following approval by the Annual General Meeting, the present compensation system for the members of the Management Board is to be implemented in the service contracts of all Management Board members with effect from January 1, 2025.

(b) Conditions for Contract Termination

Ordinary termination of Management Board service contracts is excluded. A Management Board service contract can be terminated by the Company or the Management Board member for good cause within the meaning of section 626 of the German Civil Code (BGB) without observing a notice period.

If the appointment is terminated by mutual agreement with the consent of the Supervisory Board, the Management Board service contracts end prematurely at the time of the mutually agreed termination of the appointment. If the Supervisory Board revokes the appointment, the Management Board service contract ends prematurely at the end of an expiry period in accordance with section 622(2) of the German Civil Code (BGB).

Should a member of the Management Board become permanently incapacitated for work, their Management Board service contract shall end at the end of the quarter in which the permanent incapacity for work was established. Permanent incapacity to work exists if the Management Board member is expected to be unable to perform their duties for more than six months for health reasons and is not expected to regain their ability to work for a further six months.

(c) Benefits upon Termination of Service Contract

In the event of termination of the Management Board service contract, any outstanding variable compensation components attributable to the period up to the termination of the contract are granted in accordance with the originally agreed targets and the due dates specified in the respective Management Board service contract.

If the Management Board member becomes permanently incapacitated for work during the term of the service contract, he or she shall receive the portion of the fixed annual compensation attributable to the month in which the permanent incapacity for work is established and the following six months, but not beyond the original term of the service contract, despite premature termination of the service contract. In the event of termination of the service contract due to permanent incapacity for work, no severance payment shall be made.

This does not apply in the event that the Management Board service contract is terminated without notice for a reason for which the Management Board member is responsible. In such a case, the Management Board member can no longer exercise the stock options and PSUs they have earned. In addition, he or she will not receive any short-term, performance-related variable compensation for the year in which the termination takes effect.

In the event of premature termination of the Management Board mandate due to the revocation of the appointment, the Management Board member shall receive a severance payment in the amount of the compensation expected to be owed by the Company for the remaining term of the Management Board service contract, up to a maximum of two years' compensation (severance payment cap). In the event of premature termination of the Management Board mandate due to a mutually agreed termination of the Management Board service contract, the total value of the benefits promised by the Company to the Management Board member as part of such a termination agreement should not exceed the amount of the compensation owed by the Company for the original remaining term of the Management Board service contract, but no more than the value of two years' remuneration.

If a Management Board member dies during the term of the Management Board service contract, his or her spouse or partner within the meaning of section 1 of the German Civil Partnership Act (Lebenspartnerschaftsgesetz), or alternatively his or her dependent children as joint creditors, are entitled to the undiminished fixed annual salary for the month of death and the following three months, but no longer than until the end of the regular term of the Management Board service contract, and should also be entitled to the variable compensation earned by the Management Board member until his or death. There is neither a special right of termination in the event of a change of control nor a promise of benefits in the event of premature termination of a Management Board member's contract due to a change of control.

(d) Sideline Activities of the Members of the Management Board

If a member of the Management Board holds Supervisory Board mandates within the BioNTech Group, such activity is fully compensated with the compensation as a member of the Management Board. If a member of the Management Board assumes Supervisory Board mandates outside the BioNTech Group, the Supervisory Board decides within the scope of approval whether and to what extent compensation is to be offset against the compensation of the Management Board member. The same applies to the assumption of group-internal Management Board mandates.

7 Share Ownership Guidelines

To further align the interests of the Management Board and shareholders and to strengthen the sustainable development of the Company, Share Ownership Guidelines are also part of the compensation system for the Management Board. These Share Ownership Guidelines oblige the members of the Management Board to acquire a significant number of shares in the Company by the end of a four-year build-up phase following their appointment or the entry into force of the Share Ownership Guidelines. The members of the Management Board can build up this shareholding, for example by purchasing shares or by vesting variable remuneration, provided this consists of shares. At the end of the build-up phase, the Chairman of the Management Board should hold shares amounting to 200% of the annual fixed gross compensation (*excluding fringe benefits)* and the other members of the Management Board should hold shares amounting to 100% of the annual fixed gross compensation (*excluding fringe benefits*). This value-based number of shares must be proven annually after the end of the build-up phase for as long as the respective Management Board member is appointed. If he or she is then unable to provide evidence of the value of the shares held, the Supervisory Board may deduct the missing difference in value from the variable compensation components to be granted or determined. In individual cases, the Supervisory Board may decide to deviate from the conditions of the stock option program at its reasonable discretion, taking into account the individual circumstances (e.g. due to restrictions on the acquisition of shares as a result of contractual, internal company or statutory provisions). If the value of the share portfolio falls below the specified amount as a result of a fall in the share price, the members of the Management Board are also obliged to purchase additional shares.