

Agreement

between the

**Special Negotiation Body of the employees of
Evotec AG and its Subsidiaries**

and

Evotec AG

on

**the involvement of Employees in
Evotec SE**

**pursuant to §§ 13 paragraph 1 sentence 1, 21 of the German Act on Employee
Involvement in a European Company (*Societas Europaea, SE*) of 22 Decem-
ber 2004 (Federal Law Gazette (*BGBl.*) I 3675, 3686)**

Definitions

In this Agreement, the following terms shall have the following meaning:

Employee means any person who under applicable local law is an employee of Evotec SE or any other company of Evotec Group and whose regular place of work is in a Member State;

Executive staff means any person who, independently or jointly with another person, is entitled to engage or dismiss employees or who have procuration or comparable power of attorney to represent their company;

Evotec Group means Evotec SE and its Subsidiaries;

Executive Directors means the body of Evotec SE legally representing Evotec SE or any representative designated by the members of this body;

Member States means the member states of the European Union and the European Economic Area and the United Kingdom of Great Britain and Northern Ireland;

SEBG means the German Act on Employee Involvement in a European Company (*Gesetz über die Beteiligung der Arbeitnehmer in einer Europäischen Gesellschaft*) of 22 December 2004 (BGBl. I, 3675, 3686);

SE Directive means Council Directive 2001/86/EC of 8 October 2001 supplementing the Statute for a European company with regard to the involvement of employees (OJ number L 294, p. 22);

SE Regulation means Council Regulation (EC) no. 2157/2001 of 8 October 2001 on the Statute for a European Company (SE) (OJ number L 294, p. 1);

Subsidiaries means any company (i) over which Evotec SE, directly or indirectly, is able to exert a dominating influence within the meaning of section 2 para. 3 SEBG and (ii) which employs employees in at least one Member State;

Information means the informing of the SE Works Council or other bodies representing employees by the management of Evotec SE on questions which concern the SE itself or one of its Subsidiaries or establishments situated in another Member State, or which exceed the powers of the competent employee representation bodies in a single Member State. Such information shall be provided at a time, in a manner and with a content which allows the employees' representatives to undertake an in-depth assessment of the expected impact and, where appropriate, prepare consultations with the management of the SE;

Consultation means the establishment of a dialogue and the exchange of views between the SE Works Council or the Executive Committee (§ 6.4) and Evotec SE. Such consultation shall be established at a time, in a manner and with a content which allows the SE Works Council or the Executive Committee, on the basis of the information provided, to express an opinion on measures envisaged by Evotec SE which may be taken into account in the decision-making process within the SE.

§ 1

Scope of application

This Agreement governs Employee involvement at Evotec SE and its Subsidiaries in the Member States. § 19.3 shall apply in case a Member State represented in the SE Works Council leaves the European Union or the European Economic Area. For the avoidance of doubt, this Agreement does not apply to employees of subsidiaries in the United States of America or Switzerland.

§ 2

Establishment of an SE Works Council

- 2.1 An SE Works Council shall be established to safeguard the Employee rights of Information and Consultation.
- 2.2 The existing employee representation bodies established pursuant to local law and their rights will not be affected by this Agreement.
- 2.3 The Executive Directors, the SE Works Council and the Executive Committee shall cooperate on the basis of mutual trust and confidence in the interests of all Employees as well as Evotec Group.

§ 3

Composition

- 3.1 The SE Works Council shall be composed of Employees of Evotec Group.
- 3.2 At least one seat in the SE Works Council shall be allocated to each Member State in which at least 70 Employees of Evotec Group are employed. The number of seats allocated to any one Member State shall increase by one seat for every additional full 10% of the total number of all Evotec Group Employees employed in the respective Member State.
- 3.3 The Member States that do not reach the threshold of 70 Employees shall not be represented.
- 3.4 For each seat allocated to a Member State one member of the SE Works Council and for each member of the SE Works Council at least one personal substitute delegate (*persönliches Ersatzmitglied*) shall be elected or appointed in accordance with § 4.1.
- 3.5 In due course prior to the election of the SE Works Council, the Executive Directors shall inform the incumbent SE Works Council about the number of Employees and the resulting allocation of seats; § 4.5 applies for the election of the first SE Works Council. The number of Employees communicated in each case by the Executive Directors based on the headcount figures at the end of previous quarter shall be decisive for the size and composition of the SE Works Council; § 9.1 remains unaffected.

§ 4

Election / appointment procedure; right to vote and eligibility

- 4.1 The election or appointment of the members of the SE Works Council as well as the personal substitute delegates shall be carried out in accordance with the national laws of the Member States for which they are elected.
- 4.2 In those Member States where no such national laws exist, the members of the SE Works Council and their personal substitute delegates shall be elected by the Employees in a direct and secret ballot. In this case the seats allocated to the Member States pursuant to § 3.2 are assigned to the candidates receiving the most votes from the Employees of their respective Member State. With regard to Member States with multiple corporate sites employing Employees that have been allocated at least two seats in the SE Works Council, as many corporate sites as possible should be represented in the SE Works Council.
- 4.3 All Employees who, on the first day of the election or appointment procedure, are in an ongoing employment relationship with an Evotec Group company shall be entitled to vote.
- 4.4 All Employees entitled to vote (§ 4.3) are eligible to stand for election. Executive staff cannot be elected or appointed as members of the SE Works Council.
- 4.5 The Executive Directors shall initiate and support the election of the first SE Works Council within two months following the registration of Evotec SE in the commercial register based on the headcount figures at the end of previous quarter.
- 4.6 The Executive Directors will inform the local HR Directors in each Member State that has been allocated at least one seat in the SE Works Council about the elected members, the duties and the rights these members will have.

§ 5

Term of office; membership

- 5.1 The term of office for the members of the SE Works Council shall be four years. It shall begin with the constituent meeting of the SE Works Council and shall end upon the expiration of four years after its beginning. A re-election of members of the SE Works Council is permitted twice.
- 5.2 The Executive Committee shall initiate new elections in good time (generally 12 weeks) prior to the end of the regular term of office of the SE Works Council members and shall inform the Executive Directors thereof. The Executive Directors shall provide the Executive Committee with the information and material resources required for preparing and carrying out the election; § 3.5 shall apply.
- 5.3 The term of office of an SE Works Council member or substitute member shall end prematurely

- 5.3.1 upon receipt of a resignation declaration by the chairperson of the SE Works Council;
 - 5.3.2 upon a non-temporary relocation to another Member State;
 - 5.3.3 upon the termination of the employment relationship, unless such termination is immediately followed by said member entering into new employment with another entity of Evotec Group and not connected to a non-temporary relocation to another Member State;
 - 5.3.4 upon retirement from active service in Evotec Group (e.g. upon irrevocable suspension or at the beginning of the release phase of an old-age part time scheme);
 - 5.3.5 upon his or her recall according to national laws;
 - 5.3.6 upon a legally binding court decision stating that the election of the member of the SE Works Council was invalid or ineffective;
 - 5.3.7 upon the exit of the company where the SE Works Council member is employed from Evotec Group.
- 5.4 If a member leaves the SE Works Council prematurely, he or she shall be permanently replaced by his or her personal substitute delegate. During times of temporarily unavailability of a SE Works Council member, his or her personal substitute delegate shall take his/her place and attend and vote at SE Works Council meetings on his/her behalf.
- 5.5 If the term of office of a member of the SE Works Council ends prematurely and no personal substitute delegate is available (anymore), the pursuant to § 4.1 competent election or appointment body in the relevant Member State shall without undue delay, elect or appoint a new member for the SE Works Council as well as at least one new personal substitute delegate. The term of office of the newly elected or appointed member of the SE Works Council commences when the Executive Directors receive information about the results of the election or appointment procedure. The term of office shall end at the point in time when the term of office of the departed member would have ended.

§ 6

Constitution; internal organisation

- 6.1 The Executive Directors shall invite to the constituent meeting of the SE Works Council without undue delay following the election / appointment of all members of the SE Works Council. In the event that not all members of the SE Works Council have been elected within ten weeks from the initiation of the election procedure pursuant to § 4, the Executive Directors shall be entitled to invite the members of the SE Works Council to the constituent meeting if (i) at least two thirds of the members of the SE Works Council have been elected or appointed and (ii) at least one member of the SE Works Council from each Member State

that has been allocated at least one seat in the SE Works Council can be present. Elections and appointments shall also be possible after the constitution of the SE Works Council.

- 6.2 In the constituent meeting the SE Works Council shall elect a chairperson and a deputy chairperson from among its members in separate ballots. A secret ballot is only required if any member of the SE Works Council requests it. The candidate receiving the most votes shall be considered elected; in case of a tie the respective position is ultimately determined by draw. The SE Works Council shall be constituted upon the election of the chairperson and deputy chairperson. Additionally, the SE Works Council may resolve to appoint a proxy from among its members to represent the SE Works Council in situations where both the chairperson and the deputy chairperson are absent.
- 6.3 The chairperson or, in his or her absence, the deputy, shall represent the SE Works Council. The chairperson or, in the event of his or her absence, his or her deputy, shall be entitled to receive declarations to be issued to the SE Works Council.
- 6.4 The SE Works Council shall form an executive committee (*Executive Committee*) consisting of maximum one member of the SE Works Council from each Member State that has been allocated at least one seat in the SE Works Council (§ 3.2). The chairperson of the SE Works Council shall be an *ex officio* member and also chairperson of the Executive Committee. The Executive Committee shall conduct the day-to-day business of the SE Works Council.
- 6.5 The first point of contact for any concerns or requests of the SE Works Council or the Executive Committee shall be the Global Head of Human Resources or another person selected and communicated to the SE Works Council by the Executive Directors.
- 6.6 The members of the SE Works Council shall, in a timely manner and subject to technical feasibility, be provided with SE Works Council email accounts and mailing lists as well as the necessary technical equipment for any internal communication.
- 6.7 The SE Works Council and the Executive Committee may issue rules of procedure.

§ 7 Meetings

- 7.1 The SE Works Council and the Executive Directors (with at least two members of Evotec SE Management Board present) shall meet **twice face-to-face** (*Annual Meeting and Second Annual Meeting*) per calendar year with simultaneous translations (generally in immediate temporal proximity to Evotec SE's general assembly and approx. 6 months after the Annual Meeting). The local HR Directors will regularly attend these meetings.

In addition, the Executive Committee (without attendance of the other members of the SE Works Council) shall be entitled to meet **twice via Skype** (*Skype Meeting*) with high level representatives of Evotec SE (generally in the second and fourth quarter of the calendar year). The Executive Committee and the Executive Directors will agree on the dates of the Skype meetings.

Any additional face-to-face meetings of the SE Works Council or of the Executive Committee shall be subject to the approval of the Executive Directors.

The duration of the Annual Meeting and the Second Annual Meeting shall not exceed one business day. Necessary internal preparations and follow-up discussions of the members of the SE Works Council or the Executive Committee shall be held on the day before or after the meetings.

- 7.2 The Executive Directors shall pursuant to § 12 inform the Executive Committee in the event that extraordinary circumstances occur. If requested by the Executive Committee, the information and consultation of the Executive Committee pursuant to § 12.2 shall take place via a conference call or Skype video conference (*Extraordinary Consultation*). Face-to-face meetings shall be subject to the approval of the Executive Directors.
- 7.3 The meetings pursuant to § 7.1 and any Extraordinary Consultation shall be convened and led by the board members of Evotec SE or other high level representatives of Evotec SE in coordination with the chairperson of the SE Works Council.
- 7.4 Invitations to the meetings pursuant to § 7.1 or other meetings with participation of the Executive Directors shall be provided at least **two weeks** prior to the meeting via email; necessary documentation pursuant to § 11.1 shall be received by the members of the SE Works Council or the Executive Committee at least **one week** prior to the meeting via email. Invitations to a requested Extraordinary Consultation (§ 12.2) should be received by the SE Works Council one week but in no case less than 72 hours prior to the consultation.
- 7.5 If not otherwise agreed between the chairperson of the SE Works Council (or, in his or her absence, his or her deputy) and the Executive Directors, any face-to-face meeting shall be held at the headquarters of Evotec SE in Hamburg or in another Evotec site. A member of the SE Works Council who is temporarily prevented from performing his or her duties shall be represented pursuant to § 5.4. The respective personal substitute delegate shall be communicated to the Executive Directors or to the Global Head of HR without undue delay.
- 7.6 An extended agenda shall be sent alongside the invitation pursuant to § 7.4.
- 7.7 For the Annual and Second Annual Meeting Evotec SE guarantees simultaneous translation (cf. § 7.1). Any other meetings of the SE Works Council and the Executive Committee are held in English. All documents made available to the SE Works Council or the Executive Committee and all the opinions (*Stellungnahmen*) by the SE Works Council or by the Executive Committee to the Executive Directors must be in English. However, translations of the key documents

and of the minutes (cf. § 7.9) will be provided. In the case of documents greater than two pages, translations may be limited to the main steps. The costs for the necessary translations will be borne by Evotec SE.

- 7.8 Exhaustive minutes shall be produced for all meetings of the SE Works Council and the Executive Committee and signed or at least authorised by both the chairperson of the body (or, in his or her absence, his or her deputy) and one further member.
- 7.9 Meetings of the SE Works Council shall only be open to SE Works Council members and representatives of Evotec Group determined by the Executive Directors; § 15 remains unaffected.

§ 8 Resolutions

- 8.1 The SE Works Council shall have a quorum if at least half of its members plus one member attend the meeting.
- 8.2 Unless otherwise provided for in this Agreement, resolutions and votes of the SE Works Council shall be passed by the majority of the participating members, in which at the same time the majority of the represented employees must be included.
- 8.3 Resolutions and votes of the SE Works Council may be passed and/or conducted both in meetings of the SE Works Council (face-to-face or virtually via conference calls and/or Skype video conference) and in exceptional and urgent cases by way of circulation (e.g. email).
- 8.4 The Executive Committee shall have a quorum if at least half of its members plus one member participate in the meeting or the written circular. Resolutions shall require a simple majority of the votes cast; § 8.3 shall apply *mutatis mutandis*.

§ 9 Review of the composition of the SE Works Council

- 9.1 The Executive Directors shall examine every two years, from the day of the SE Works Council's latest constituent meeting, whether changes in the Employee headcount have occurred. They inform the SE Works Council of the result of their examination. Decisive are the headcount figures at the end of the quarter before the review of the composition of the SE Works Council is conducted.
- 9.2 If, based on the allocation formula set out in § 3.2, changes in the Employee headcount would require a new composition of the SE Works Council, the Executive Committee arranges without undue delay a re-election or re-appointment of the members of the SE Works Council in those Member States where the changed Employee headcount figures lead to more or less members of the SE Works Council (*Concerned Member States*) in accordance with the applicable national laws (cf. § 4.1). The Executive Committee shall inform the Board

of Directors without undue delay in writing about the result of the re-election or re-appointment procedure.

- 9.3 The term of office of all previous SE Works Council members representing Concerned Member States shall end on the day of the re-election or re-appointment in accordance with § 9.2. The membership of SE Works Council members from Member States where the changed headcount does not lead to more or less members remains unchanged. The term of office of the re-elected or re-appointed members of the SE Works Council representing the Concerned Member States shall commence on the day of the re-election or re-appointment and end when the term of office of the previous members of the SE Works Council would have ended.

§ 10

Responsibilities of the SE Works Council

- 10.1 The SE Works Council shall be responsible for matters
- a) concerning the SE itself, or
 - b) which are subject to decisions affecting a Member State other than that in which they were taken, or
 - c) which affect employees in several Member States, or
 - d) which affect more than just one Member State and thus exceed the competences of the competent employee representation bodies at the level of the affected Member States.
- 10.2 In addition the SE Works Council shall be responsible for transnational matters such as:
- 11.2.1 the introduction and use of computer systems and technical facilities, including data protection issues;
 - 11.2.2 health and safety at work, including issues relating to the organisation of working time;
 - 11.2.3 education and training policies;
 - 11.2.4 equal opportunities, including fair remuneration;
 - 11.2.5 Corporate Social Responsibility reporting and
 - 11.2.6 business projects;

§ 11
Annual Information and Consultation

- 11.1 The Executive Directors shall inform the SE Works Council in the Annual Meeting and Second Annual Meeting (§ 7.1) about the development of the business and prospects of Evotec SE under submission of the necessary documents and shall consult on this with the SE Works Council. The necessary documents shall be submitted to the SE Works Council at least two weeks prior to the meeting and shall consist of
- 11.1.1 the business reports of Evotec SE;
 - 11.1.2 a summary of the key results of all formal meetings of the Board of Directors and the Supervisory Board of Evotec SE of the past year, comprising approx. three pages;
 - 11.1.3 copies of all documents which are presented to the general meeting of the shareholders.
- 11.2 The development of the business and the prospects of Evotec SE within the meaning of § 11.1 refer to
- 11.2.1 the structure of the SE and its economic and financial situation;
 - 11.2.2 the probable development of the business, production and sales situation;
 - 11.2.3 the employment situation and its anticipated development;
 - 11.2.4 strategic capital expenditure and investment programmes;
 - 11.2.5 fundamental organisational changes;
 - 11.2.6 the introduction of new working and production methods;
 - 11.2.7 the relocation of companies, establishments or significant parts thereof, provided that these affect at least 30 Employees employed in the concerned Member States;
 - 11.2.8 mergers or demergers of companies or establishments or significant parts thereof, provided that these affect at least 30 Employees employed in the concerned Member States;
 - 11.2.9 cut-backs or closures of companies, establishments or significant parts thereof, provided that these affect at least 30 Employees employed in the concerned Member States;
 - 11.2.10 mass layoffs as defined in Article 1 of the Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies.

- 11.3 In addition the Annual Meeting and Second Annual Meeting will address transnational matters according to § 10.2.

§ 12

Information and consultation concerning exceptional circumstances

- 12.1 The Executive Directors shall inform the Executive Committee without undue delay about exceptional circumstances which have a considerable impact on the interests of the Employees by submitting the required documents via email. Exceptional circumstances are
- 12.1.1 the relocation or transfer of companies, establishments or significant parts thereof, provided that these affect at least 30 Employees employed in the concerned Member States;
 - 12.1.2 the closure of operating companies, establishments or significant parts thereof, provided that these affect at least 30 Employees employed in the concerned Member States; and
 - 12.1.3 mass layoffs as defined in Article 1 of the Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies.

The information should be provided by the Executive Directors in such a timely manner that the assessment of the SE Works Council can still be taken into account in the decision-making process. If, in exceptional cases, Evotec SE is forced by law to make an advance publication, the Executive Committee shall be informed in parallel about of the facts and content of the publication.

- 12.2 Following the information pursuant § 12.1 the SE Works Council has the right, to be invited by the Executive Directors (§ 7.4 sentence 2) to meet once virtually with the Executive Directors (or with any other competent representatives of another level of management vested with decision-making powers within Evotec SE) within one week but in no case less than 72 hours in order to be consulted on the exceptional circumstances (*Extraordinary Consultation*). The virtual meeting is, as a general rule, attended only by the Executive Committee and the members of the SE Works Council representing Employees directly affected by these measures.
- 12.3 If Evotec SE decides not to act in accordance with the opinion given by the SE Works Council or the Executive Committee after the consultation pursuant to § 12.2, the Executive Committee shall have the right to be virtually consulted again by representatives of Evotec SE. The second virtual consultation shall take place upon invitation of the Executive Directors within one week but in no case less than 72 hours after the first virtual consultation pursuant to § 12.2. To effect such second virtual meeting the SE Works Council shall provide its opinion to the Executive Directors at least 24 hours before such second virtual consultation.

- 12.4 Evotec shall not implement measures concerning such exceptional circumstances as set out in § 12.1 prior to completion of the information and consultation process pursuant to §§ 12.2 and 12.3. Any measure pursuant to national law in one or more of the Member States shall not be affected from this § 12.4..

§ 13

Information by the SE Works Council

- 13.1 The SE Works Council shall be provided with an information platform within the relevant Intranet(s) of Evotec Group. After consulting with the Executive Directors, the SE Works Council shall inform the Employees via this platform about the content and results of the information and consultation procedures; this shall also apply with regard to countries, which are not governed by this Agreement (e.g. employees in Switzerland or the United States of America). Further general information and other SE Works Council initiatives may only be provided or started in accordance with the Executive Directors. After consulting with the Executive Directors the SE Works Council shall have the right to post notices and use the official e-mail distribution list as well as hold staff meetings in companies/establishments in which there is no employee representation.
- 13.2 If a Member State does not have a joint national employee representation body, a joint meeting via Skype of the national employee representation bodies in such Member State and two members of the SE Works Council from such Member State may be held in order to prepare for or follow-up on the Annual Meeting and the Second Annual Meeting.
- 13.3 The members of the SE Works Council shall have the right of access to all establishments of Evotec SE within the scope of this Agreement during normal business hours. Access to establishments must be notified in advance to the local management.

§ 14

Trainings

Trainings and seminars for the members of the SE Works Council shall take place on the occasion of the Annual face-to-face Meetings, subject to the condition that the knowledge provided is necessary for the work of the SE Works Council. The operational requirements must be taken into account when determining the date and time. One additional training shall take place on the occasion of each constituent meeting of a newly elected SE Works Council (§ 6.1). In agreement with the Executive Directors or the Global Head of Human Resources trainings for members of the SE Works Council may also be performed locally.

§ 15

Experts

The SE Works Council or the Executive Committee may seek support from experts, to the extent that this is necessary for the proper fulfilment of their responsibilities. In due time in advance, the SE Works Council and/or the Executive Committee shall inform

the Executive Directors or the Global Head of Human Resources the person acting as expert advisor. Representatives of trade unions may also act as expert advisors. The Executive Directors may only object to the choice of the expert advisor with good cause.

§ 16

Costs, time and material expenses

Evotec SE shall bear all necessary costs incurred in connection with the formation and activities of the SE Works Council and the Executive Committee. For this purpose an annual budget for the SE Works Council will be agreed between the Global Head of Human Resources and the SE Works Council as part of the annual budget process. Within this budget the SE Works Council can decide on spending's but with controlling rights by Global HR. Any additional expenses that exceed the agreed budget need to be approved by the Executive Directors in advance, such approval not to be unreasonably withheld in case of necessary costs.

At local level, Evotec SE guarantees that the members of the SE Works Council shall be released from their duties to work without reduction of their compensation for the time needed to fulfil their tasks as members of the SE Works Council or Executive Committee members, including participation in meetings of the SE Works Council. In cases of disputes Global HR or local HR Directors shall be involved. For the choice and commissioning of training institutions and expert advisors, §§ 14 and 15 shall apply.

§ 17

Confidentiality

- 17.1 Any obligation of the Executive Directors to inform and consult the SE Works Council or the Executive Committee under this Agreement only exists and is limited to the extent that no trade or business secrets of Evotec Group are put at risk, and that the disclosure of the respective information is legally permissible, in particular under the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (*Market Abuse Regulation*), OJ number L 173, p. 1.
- 17.2 The members of the SE Works Council and the Executive Committee shall keep secret all trade and business secrets and information marked by the Executive Directors as being of a confidential nature using them exclusively for their activities performed on the SE Works Council or Executive Committee. Section 45 para. 1 no. 1 and 2 no. 1 SEBG (penal consequences) shall apply. For the avoidance of doubt, it has to be made clear that the members of the SE Works Council have to comply with the Market Abuse Regulation as well as any other applicable laws regarding sensitive information or trade or business secrets.
- 17.3 The secrecy obligation shall not apply vis-à-vis
- (i) other members of the SE Works Council, and
 - (ii) interpreters and experts consulted within the meaning of § 15.

To the extent that no trade or business secrets of Evotec Group are put at risk the secrecy obligation shall be time limited. To the extent possible the Executive Directors shall inform the members of the SE Works Council when such information will be disclosed to the affected national employee representation bodies. The secrecy obligation regarding confidential information shall lapse where such information becomes part of the public domain other than through a breach of this Agreement. The secrecy obligation shall survive any termination of employment or the membership in the SE Works Council as well as the termination of this Agreement.

§ 18

Protection of employee representatives

No employment discrimination or preferential treatment shall be applied in pay and career development of the members of the SE Works Council due to the exercise of or candidacy for a mandate.

When performing their duties, the members of the SE Works Council shall enjoy the same protection and the same security as employee representatives would enjoy in accordance with the laws and customs of the Member States in which they are employed. In particular, this shall apply to protection against unfair dismissal, participation in meetings and continued remuneration. For the avoidance of doubt, a dismissal of a member of the SE Works Council cannot be based on the lawful fulfillment of duties as a member of the SE Works Council.

The Executive Committee of the SE Works Council must be notified by Global HR in advance upon a reasonable prior notice period about any planned dismissals of any member of the SE Works Council during its term of office or within twelve months thereafter. In case of personal substitute delegates this § 18 shall apply for the period such personal substitute delegate becomes an active member of the SE Works Council pursuant to § 5.4 and for three month thereafter. In cases where the effectiveness of such measure is linked to shorter notice period pursuant to the laws and customs of the Member States in which the respective SE Works Council member is employed, such shorter timelines shall apply accordingly. The Executive Committee shall have the right to submit a written statement within three calendar days upon receipt of notice. Global HR shall either organize a meeting with the SE Works Council and the Executive Directors or reply in writing. In the event of particular difficulty, the local Human Resources Directors may be involved.

For the avoidance of doubt, the employing legal entity shall not be prevented from giving notice of termination if no agreement can be reached with the SE Works Council.

§ 19

Entry into force; term; structural changes

- 19.1 This Agreement shall enter into force upon its being signed.
- 19.2 Four years after its establishment and every four-year period thereafter, the SE Works Council shall adopt a resolution by a majority of its members, provided

that this majority at the same time represents the majority of all Employees being represented in the SE Works Council, on whether the Agreement is to be re-negotiated in accordance with section 21 SEBG or whether the Agreement shall continue to apply. The Agreement shall also be re-negotiated in accordance with section 21 SEBG upon request by the Executive Directors. Where a resolution is adopted to re-negotiate an agreement in accordance with section 21 SEBG or such re-negotiation is requested by the Executive Directors, section 13 to 15, 17, 20 and 21 SEBG shall apply mutatis mutandis, subject to the proviso that the SE Works Council shall take the place of the special negotiation body (SNB). If no new agreement is reached, this Agreement shall continue to apply

19.3 Parties are in agreement that if a Member State represented in the SE Works Council joins or leaves the European Union or the European Economic Area this Agreement shall continue to apply. In case a Member States represented in the SE Works Council leaves the European Union or the European Economic Area it shall still be considered a Member State in the meaning of this Agreement (i.e. the Employees from that country shall have the same rights and obligations under this Agreement as before).

19.4 The right to resume negotiations on the Agreement on the involvement of employees in accordance with section 18 para. 3 SEBG, where structural changes to Evotec SE are planned which are suited to reduce the participation rights of the Employees, shall not be affected. Instead of electing a new SNB, the re-negotiations shall be conducted by the SE Works Council and the Executive Directors together with representatives of the Employees affected by the proposed structural changes who have not previously been represented by the SE Works Council. The parties are in agreement that the following circumstances in particular, but not limited to, shall not present structural changes within the meaning of section 18 para. 3 SEBG:

19.4.1 the establishment or closure of Subsidiaries;

19.4.2 the purchase or the divestiture of Subsidiaries, corporate sites, establishments or other participating interests;

19.4.3 mergers of Subsidiaries or of Subsidiaries with other companies outside Evotec Group.

During eventual re-negotiations and if no new agreement on the involvement of the Employees is reached, this Agreement shall continue to apply

§ 20

Final provisions

20.1 The Supervisory Board of Evotec SE shall be composed exclusively of representatives of the shareholders. Further aspects shall be subject to the Articles of Association of Evotec SE.

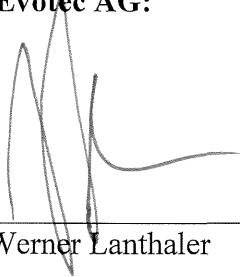
20.2 §§ 22 to 38 SEBG shall not apply unless otherwise stipulated in this Agreement.

- 20.3 This Agreement shall be governed by the laws of the Federal Republic of Germany.
- 20.4 Any addition to or amendment or replacement of this Agreement must be in writing and make express reference to this Agreement in order to be valid. The same shall apply *mutatis mutandis* to any waiver of the written form requirement.
- 20.5 The courts at the seat of Evotec SE shall have jurisdiction for any disputes that may arise out of or in connection with this Agreement and its performance.
- 20.6 Convenience translations will be provided in German, French and Italian. In case of any inconsistency between the versions the English version shall prevail.
- 20.7 Should any provisions of this Agreement be or become either wholly or partially invalid or unenforceable, the other provisions hereof shall remain in full force and effect. This shall apply in particular if and to the extent that individual provisions hereof are in breach of mandatory law, in particular mandatory provisions of the SE Regulation, the SE Directive or the SEBG, irrespective of the consequences or importance the provision may have for this Agreement.

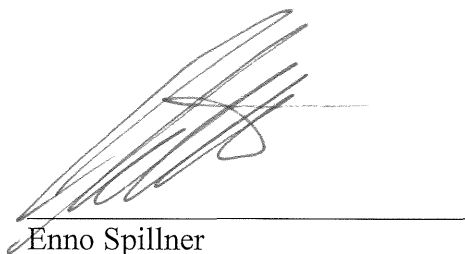
The invalid or unenforceable provision shall be deemed replaced by such other provision which comes closest, in terms of place, time, measure and scope of application, to what the parties hereto have intended with the invalid or unenforceable provision. This shall apply *mutatis mutandis* to any unintended gap in this Agreement.

Hamburg, March 11th 2019

For Evotec AG:



Dr. Werner Lanthaler

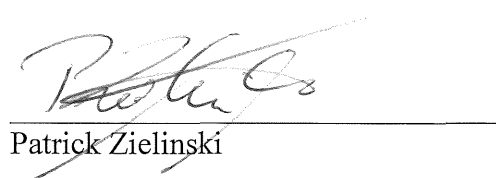


Enno Spillner

For the Special Negotiation Body:



Alexander Wehrheim
Chairperson of the
Special Negotiation Body



Patrick Zielinski