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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 11)\***

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**Affimed N.V.**  
(Name of Issuer)

**Common shares, €0.01 per share**  
(Title of Class of Securities)

**N01045108**  
(CUSIP Number)

**Kim David Lexner  
c/o Calibrium AG  
Beethovenstrasse 33  
CH-8002 Zürich  
Switzerland  
+41 55 511 12 82**

**With a copy to:**

**Peter M. Rosenblum, Esq.  
Foley Hoag LLP  
155 Seaport Blvd.  
Boston, MA 02210  
617-832-1151**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**March 27, 2019**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Names of Reporting Persons. SGR Sagittarius Holding AG ("SGR")	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Switzerland	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power  4,591,783 shares, except that AGUTH Holding GmbH ("AGUTH"), the sole beneficial owner of SGR, may be deemed to have sole power to vote these shares, and Harald Tschira and Udo Tschira, the sole directors and sole beneficial owners of AGUTH, may be deemed to have shared power to vote these shares.
	8.	Shared Voting Power  0
	9.	Sole Dispositive Power  4,591,783 shares, except that AGUTH, the sole owner of SGR, may be deemed to have sole power to dispose of these shares, and Harald Tschira and Udo Tschira, the sole directors and sole beneficial owners of AGUTH, may be deemed to have shared power to dispose of these shares.*
	10.	Shared Dispositive Power  0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,591,783	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.4%	
14.	Type of Reporting Person (See Instructions) CO	

1.	Names of Reporting Persons. AGUTH Holding GmbH	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Germany	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power  4,591,783 shares, which are owned directly by SGR. AGUTH, the sole beneficial owner of SGR, may be deemed to have sole power to vote these shares, and Harald Tschira and Udo Tschira, the sole directors and sole beneficial owners of AGUTH, may be deemed to have shared power to vote these shares.
	8.	Shared Voting Power  0
	9.	Sole Dispositive Power  4,591,783 shares, which are owned directly by SGR. AGUTH, the sole owner of SGR, may be deemed to have sole power to dispose of these shares, and Harald Tschira and Udo Tschira, the sole directors and sole beneficial owners of AGUTH, may be deemed to have shared power to dispose of these shares.*
	10.	Shared Dispositive Power  0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,591,783	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.4%	
14.	Type of Reporting Person (See Instructions) CO	

1.	Names of Reporting Persons. Harald Tschira	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Germany	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 4,591,783 shares, which are owned directly by SGR. Harald Tschira, a director and beneficial owner of AGUTH, may be deemed to have shared power to vote these shares. Harald Tschira beneficially owns AGUTH in the form "Erbengemeinschaft" (translated "community of heirs") with Udo Tschira.
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 4,591,783 shares, which are owned directly by SGR. Harald Tschira, a director and beneficial owner of AGUTH, may be deemed to have shared power to dispose of these shares. Harald Tschira beneficially owns AGUTH in the form "Erbengemeinschaft" (translated "community of heirs") with Udo Tschira.*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,591,783	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.4%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Udo Tschira	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Germany	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 4,591,783 shares, which are owned directly by SGR. Udo Tschira, a director and beneficial owner of AGUTH, may be deemed to have shared power to vote these shares. Udo Tschira beneficially owns AGUTH in the form "Erbengemeinschaft" (translated "community of heirs") with Harald Tschira.
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 4,591,783 shares, which are owned directly by SGR. Udo Tschira, a director and beneficial owner of AGUTH, may be deemed to have shared power to dispose of these shares. Udo Tschira beneficially owns AGUTH in the form "Erbengemeinschaft" (translated "community of heirs") with Harald Tschira.*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,591,783	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.4%	
14.	Type of Reporting Person (See Instructions) IN	

### Statement on Schedule 13D

This Amendment No. 11 (“Amendment No. 11”) amends and supplements the statement on Schedule 13D initially filed on September 22, 2014, as amended by Amendment No. 1 on Schedule 13D filed on February 17, 2015, as amended by Amendment No. 2 on Schedule 13D filed on May 27, 2015, as amended by Amendment No. 3 on Schedule 13D filed on October 16, 2015, as amended by Amendment No. 4 on Schedule 13D filed on December 17, 2015, as amended by Amendment No. 5 on Schedule 13D filed on February 3, 2017, as amended by Amendment No. 6 on Schedule 13D filed on February 21, 2018, as amended by Amendment No. 7 on Schedule 13D filed on April 4, 2018, as amended by Amendment No. 8 on Schedule 13D filed on September 19, 2018, as amended by Amendment No. 9 on Schedule 13D filed on September 26, 2018, and as amended by Amendment No. 10 on Schedule 13D filed on October 3, 2018 (as so amended, the “Schedule 13D”) on behalf of SGR Sagittarius Holding AG (“SGR”), AGUTH Holding GmbH (“AGUTH”) and Dr. h.c. Klaus Tschira relating to the beneficial ownership of common shares, par value €0.01 per share (the “Common Shares”) of Affimed N.V. (formerly Affimed Therapeutics B.V.), a Dutch public company with limited liability (*naamloze vennootschap*) (the “Issuer”). Harald Tschira and Udo Tschira are the heirs to Dr. h.c. Klaus Tschira and are filing this Amendment No. 11 together with SGR and AGUTH (collectively, the “Reporting Persons”). Except as set forth below, this Amendment No. 11 does not supplement, restate or amend any of the other information disclosed in the Schedule 13D. Capitalized terms not defined in this Amendment No. 11 have the meanings ascribed to them in the Schedule 13D.

#### ITEM 4. PURPOSE OF TRANSACTION.

Item 4 of the Schedule 13D is hereby amended by inserting the following sentence at its beginning:

The Reporting Persons intend to effect additional sales of Common Shares in the open market in accordance with resolutions adopted by the board of directors of SGR on March 27, 2019 .

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Paragraphs (a), (b) and (c) of Item 5 of the Schedule 13D are hereby amended and restated in their entirety as follows:

(a,b) Regarding aggregate beneficial ownership, see Row 11 of the cover page of each Reporting Person. Regarding percentage beneficial ownership, see Row 13 of the cover page of each Reporting Person. Regarding sole power to vote shares, see Row 7 of the cover page of each Reporting Person. Regarding shared power to vote shares, see Row 8 of the cover page of each Reporting Person. Regarding sole power to dispose of shares, see Row 9 of the cover page of each Reporting Person. Regarding shared power to dispose of shares, see Row 10 of the cover page of each Reporting Person. The percentage listed in Row 13 for each Reporting Person was calculated based upon 62,430,106 Common Shares outstanding as of March 15, 2019, as reported in the Issuer’s Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 27, 2019.

(c) Pursuant to the Transfer Agreements (as defined below), on March 11, 2019, 246,993 Common Shares held on behalf of SGR pursuant to the Carve-Out Agreements and 30,126 Common Shares held on behalf of AGUTH pursuant to the Carve-Out Agreements were transferred to the Bohret Sehmsdorf Trust GmbH (the “Trust”).

Except as otherwise described in this Schedule 13D, no Reporting Person, other than SGR as set forth in the table below, effected any transaction in the Common Shares since February 1, 2019 (the date 60 days prior to the filing of this Amendment No. 11):

<u>Date of Sale</u>	<u>Shares Sold (#)</u>	<u>Avg. Sale Price per Share (\$)</u>
3/27/2019	164,102	4.1319
3/28/2019	292,100	4.1336
3/29/2019	275,922	4.2122
4/1/2019	204,037	4.2298

Each of the above listed transactions was conducted in the ordinary course of business on the open market for cash, and sale prices do not reflect brokerage commissions paid.

**ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.**

Item 6 of the Schedule 13D shall hereby be amended by inserting the following paragraphs at its beginning:

The following description of certain agreements and other documents does not purport to be complete and is qualified in its entirety by reference to the terms and conditions of such agreements and other documents, copies of which are filed as exhibits hereto and are incorporated by reference in their entirety into this Item 6.

On March 11, 2019, SGR, AGUTH and the other parties to the Carve-Out Agreements entered into Transfer Agreements regarding the Carve-Out Agreements and certain Trust Agreements entered into in connection therewith, the forms of which are attached hereto as Exhibits I and J (collectively, the "Transfer Agreements"). Pursuant to the Transfer Agreements, each of the Carve-Out Agreements and Trust Agreements and all rights of the Shareholders (as defined in the Transfer Agreements) thereunder, and all of the Trust Shares (as defined in the Carve-Out Agreements) held on behalf of the Shareholders pursuant to the Carve-Out Agreements, were transferred to the Trust.

**ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.**

Item 7 of the Schedule 13D shall hereby be amended by adding the following exhibits:

- EXHIBIT I Form of Transfer Agreement regarding Carve Out Agreements
- EXHIBIT J Form of Transfer Agreement regarding Trust Agreements

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 2, 2019

SGR Sagittarius Holding AG

By: /s/ Bernd Kammerlander, /s/ Manuel Werder  
Name: Bernd Kammerlander, Manuel Werder  
Title: Directors

AGUTH Holding GmbH

By: /s/ Udo Tschira  
Name: Udo Tschira  
Title: Director

/s/ Harald Tschira  
Harald Tschira

/s/ Udo Tschira  
Udo Tschira



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**TRANSFER AGREEMENT**  
**REGARDING THE AMENDED AND RESTATED CARVE OUT AGREEMENTS**  
**WITH [BENEFICIARY]**

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by and between

- (1) **Prof. Dr. Melvyn Little**, Immenseeweg 17, 25826 St. Peter-Ording, Germany
- (2) **Deutsches Krebsforschungszentrum**, Im Neuenheimer Feld 280, 69120 Heidelberg, Germany  
- hereinafter referred to as “**DKFZ**” -
- (3) **AGUTH Holding GmbH**, Schloß-Wolfsbrunnenweg 33, 69118 Heidelberg, Germany  
- hereinafter referred to as “**AGUTH**” -
- (4) **KfW**, Ludwig-Erhard-Platz 1-3, 53179 Bonn, Germany  
- hereinafter referred to as “**KfW**” -
- (5) **tbg Technologie-Beteiligungs-Gesellschaft mbH**, Ludwig-Erhard-Platz 1-3, 53179 Bonn, Germany  
- hereinafter referred to as “**tbg**” -
- (6) **SGR Sagittarius Holding AG**, Brügglistrasse 2, 8852 Altendorf, Switzerland  
- hereinafter referred to as “**SGR**” -
- (7) **BioMed Invest I Ltd.**, Suite 7, Provident House, Havilland Street, St. Peter Port, Guernsey, GY1 2QE, Channel Islands  
- hereinafter referred to as “**BMI**” -
- (8) **OrbiMed Associates III, LP**, 601 Lexington Avenue, 54th Floor, New York, NY 10022, USA  
- hereinafter referred to as “**OrbiMed Associates**” -

- (9) **OrbiMed Private Investments III**, LP, 601 Lexington Avenue, 54th Floor, New York, NY 10022, USA  
- hereinafter referred to as "**OrbiMed Private Investments**" -
- (10) **LSP III Omni Investment Coöperatief U.A.**, Johannes Vermeerplein 9, 1071 DV Amsterdam, The Netherlands  
- hereinafter referred to as "**LSP**" -
- (11) **Novo Nordisk A/S**, Novo Allé, 2880 Bagsværd, Denmark  
- hereinafter referred to as "**Novo Nordisk**" -
- (12) **Böhret Sehmsdorf Trust GmbH**, Maxstr. 8, 01067 Dresden, registered with the commercial register of Amtsgericht Dresden under HRB 38233  
- hereinafter referred to as the "**Trust GmbH**" -
- and
- (13) [            ]  
- hereinafter referred to as "**Beneficiary**" -
- .

The parties named under nos. (1) to (11) above are hereinafter also collectively referred to as the "**Shareholders**" and each individually as a "**Shareholder**". The parties named under nos. (1) to (13) above are hereinafter also collectively referred to as the "**Parties**" and each individually as a "**Party**".

#### **PREAMBLE**

- (A) The Shareholders are shareholders of Affimed N.V., Im Neuenheimer Feld 582, 69120 Heidelberg, Germany (hereinafter also referred to as the "**Company**"), and the Company in turn is the sole shareholder of Affimed GmbH, Heidelberg, Germany (hereinafter referred to as "**Affimed GmbH**") which came into existence as a result of the conversion (formwechselnde Umwandlung) of the former Affimed Therapeutics AG, Heidelberg, Germany (hereinafter also referred to as the "**Affimed AG**").
- (B) The Shareholders, Affimed GmbH and the Beneficiary had been parties to that certain "Carve Out Agreement" dated 1 September 2014 (hereinafter referred to as the "**Original Carve Out Agreement**"), which had been entered prior to the closing of the IPO of the Company on the Nasdaq Global Market and the reorganization of Affimed AG undertaken in connection therewith resulting in a transfer of all shares in Affimed AG to the Company, and by which the Shareholders had granted the Beneficiary a participation in their proceeds of an exit of their participation in Affimed AG or a holding company by way of trade sale, asset deal, merger, reverse take-over or IPO.

- (C) As a consequence of the closing of the IPO of the Company on the Nasdaq Global Market on 17 September 2014, the Beneficiary became entitled to a payment claim against the Shareholders pursuant to the terms of the Original Carve Out Agreement.
- (D) In February 2015, each of the Shareholders entered into an individual “amended and restated carve out agreement” with the Beneficiary by which each of the Shareholders and the Beneficiary agreed to terminate the Original Carve Out Agreement for the future and to replace it with such individual “amended and restated carve out agreement”. The individual “amended and restated carve out agreements” are all listed in Schedule (D) (the agreements listed therein hereinafter collectively referred to as the “**Amended and Restated Carve Out Agreements**” and each an “**Amended and Restated Carve Out Agreement**”).
- (E) Under the terms of the Amended and Restated Carve Out Agreements, the respective Shareholder has authorized the Company to deposit in trust with Böhret Sehmsdorf GmbH, Maxstraße 8, 01067 Dresden, Germany, (hereinafter referred to as the “**Trustee**”) the Trust Shares (as defined in the Amended and Restated Carve Out Agreements) for the purposes of the Trustee selling a certain fraction of the Trust Shares and forwarding the sales proceeds to the relevant tax and other authorities and/or to the Beneficiary, as applicable, and to instruct the Company to transfer on its books the remaining number of Trust Shares to the name of the Beneficiary, in each case in full discharge of the obligations of the respective Shareholder under the respective Amended and Restated Carve Out Agreement.
- (F) To this end, each Shareholder has entered into a “trust agreement” with the Trustee. The “trust agreements” all Shareholders have entered into (hereinafter collectively: the “**Trust Agreements**” and each a “**Trust Agreement**”) are listed comprehensively in Schedule (E).
- (G) In order to facilitate such administration as well as the settlement of claims under the Amended and Restated Carve Out Agreement, the Parties have agreed to transfer each of the Amended and Restated Carve Out Agreements from the respective Shareholders to the Trust GmbH.

NOW, THEREFORE, the Parties hereby enter into this “Transfer Agreement regarding the Amended and Restated Carve Out Agreements with [Beneficiary]” (hereinafter referred to as “**this Agreement**”):

## 1. DEFINITIONS

Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Amended and Restated Carve Out Agreements.

**2. TRANSFER OF THE AMENDED AND RESTATED CARVE OUT AGREEMENTS, FURTHER AMENDMENTS**

- 2.1 Each of the Shareholders hereby transfers, and the Trust GmbH hereby assumes with debt-discharging effect (*im Wege der befreienden Schuldübernahme*) for each of the Shareholders, the respective Shareholders' legal position under the respective Amended and Restated Carve Out Agreement and any and all rights and obligations of the respective Shareholder under each of the Amended and Restated Carve Out Agreements.
- 2.2 As a precaution, the Trust GmbH hereby accedes to each of the Amended and Restated Carve Out Agreements and to the respective Shareholder's obligations thereunder as additional debtor (*im Wege des Schuldbeitritts*) on the side of the respective Shareholder.
- 2.3 The Beneficiary hereby consents to the transfer of each Shareholder's obligations under the respective Amended and Restated Carve Out Agreement. As a matter of precaution the Beneficiary herewith waives any claims he may have against a Shareholder under or in connection with any of the Amended and Restated Carve Out Agreements.
- 2.4 The Parties hereby agree, that the Trust GmbH will not take part in any shareholder's meetings of the Company and - with the exception of preemptive stock option rights with no financial obligations to the shareholder - will not exercise any voting rights pertaining to the Trust Shares or give any instructions to the Trustee to exercise such rights unless necessary to fulfil its obligations under this Agreement or the respective Amended and Restated Carve Out Agreement or Trust Agreement (listed in Schedule D and Schedule E).
- 2.5 Furthermore, the Parties agree by way of a genuine agreement in favour of third parties (*echter Vertrag zugunsten Dritter*), that the Trustee shall only be obliged to accept and consider any changes to the selling instructions as stipulated under Exhibit A of the Amended and Restated Carve Out Agreement provided such a selling instruction is equipped with a copy of a legal opinion of DAVIS POLK & WARDWELL LLP to AMERICAN STOCK TRUSTEE (AST) (AST being the Transfer Agent as the regulatory body in the U.S.) that such planned transaction complies with all applicable U.S. legal requirements as mentioned in Section 1.2 of the Amended and Restated Carve Out Agreement.
- 2.6 The transfer of the Amended and Restated Carve Out Agreements as set forth in Section 2.1, the accession as additional debtor under the Amended and Restated Carve Out Agreements as set forth in Section 2.2, the waiver pursuant to Section 2.3, the non-exercise of any voting rights pursuant to Section 2.4 and the obligation to provide a binding legal opinion in case of any changes to Beneficiary's selling instruction

pursuant to Section 1.2 of the Amended and Restated Carve Out Agreement shall be subject to the condition precedent that all Shareholders and the Trust GmbH have entered with the Trustee into a separate agreement under which they have transferred the respective Trust Agreements and any and all rights and obligations thereunder to the Trust GmbH.

**3. LIMITATION OF THE TRUST GMBH'S LIABILITY; INDEMNIFICATION OF THE TRUST GMBH**

- 3.1 The Parties agree that the Trust GmbH's liability vis-à-vis the Beneficiary under each of the Amended and Restated Carve Out Agreements, as transferred and amended pursuant to this Agreement, shall be, to the extent legally permissible, limited to the Trust Shares (or the value of the Trust Shares realized in accordance with the provisions of the Amended and Restated Carve Out Agreements).
- 3.2 Each of the Shareholders hereby undertakes to indemnify and hold harmless the Trust GmbH from and against any financial obligations of the Trust GmbH under the respective Amended and Restated Carve Out Agreement which cannot be fulfilled from the realization of the value of the Trust Shares in accordance with the provisions of the respective Amended and Restated Carve Out Agreement. This expressly includes any remuneration of third party costs or fees for domestic or foreign legal and tax advice in connection with the due fulfilment of this Agreement.

**4. FINAL PROVISIONS**

- 4.1 This Agreement shall become legally binding and effective as soon as it has been signed by all Parties (not necessarily on the same page) and the Trust GmbH has received the originals of the signed signature pages of all Parties. The Parties agree that the signing of the signature page to this Agreement and the delivery of the originals of the signed signature pages to the Trust GmbH shall be sufficient for purposes of entering into this Agreement, and each of the Parties other than the Trust GmbH waives the requirement of receipt of the respective signed signature pages of the other Parties pursuant to § 151 sentence 1 BGB. The Trust GmbH shall provide each Party with a pdf copy of all signed signature pages.
- 4.2 Any amendments and additions to this Agreement must be made in writing in order to be effective, to the extent that notarization is not required by applicable law. This shall also apply to a waiver of the written form requirement.
- 4.3 Each of the Parties shall bear its own costs, including fees and expenses, incurred in connection with the preparation, negotiation, execution and consummation of this Agreement or the transactions contemplated herein.

- 4.4 Should one or more provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The same shall apply if the Agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable or missing provision.
- 4.5 This Agreement shall be governed by the laws of the Federal Republic of Germany without regard to the conflicts of laws provisions thereof. To the extent that such an agreement is legally valid, the courts competent for Heidelberg, Germany shall have exclusive jurisdiction over this Agreement.

_____, Place, Date	_____ (Prof. Dr. Melvyn Little)
_____, Place, Date	_____ (Deutsches Krebsforschungszentrum)
_____, Place, Date	_____ (AGUTH Holding GmbH)
_____, Place, Date	_____ (KfW)
_____, Place, Date	_____ (tbg Technologie-Beteiligungs-Gesellschaft mbH)
_____, Place, Date	_____ (SGR Sagittarius Holding AG)
_____, Place, Date	_____ (BioMed Invest I Ltd.)
_____, Place, Date	_____ (OrbiMed Associates III, LP)

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_  
(OrbiMed Private Investments III, LP)

\_\_\_\_\_  
(LSP III Omni Investment Coöperatief U.A.)

\_\_\_\_\_  
(Novo Nordisk A/S)

\_\_\_\_\_  
(Böhret Sehmsdorf Trust GmbH)

\_\_\_\_\_  
([Beneficiary])

## Schedule (D)

## Amended and Restated Carve Out Agreements

<b>Shareholder which/who is party to the respective Amended and Restated Carve Out Agreement</b>	<b>Date of the respective Amended and Restated Carve Out Agreement</b>
Prof. Dr. Melvyn Little	12.2.2015
DKFZ	12.2.2015
AGUTH	12.2.2015
KfW	12.2.2015
tbg	12.2.2015
SGR	13.2.2015
BMI	12.2.2015
OrbiMed Associates	17.2.2015
OrbiMed Private Investments	17.2.2015
LSP	12.2.2015
Novo Nordisk	16.2.2015



## Schedule (F)

## Trust Agreements

<u>Shareholder which/who is party to the respective Trust Agreement</u>	<u>Date of the respective Trust Agreement</u>
Prof. Dr. Melvyn Little	16.2.2015
DKFZ	16.2.2015
AGUTH	16.2.2015
KfW	16.2.2015
tbg	16.2.2015
SGR	16.2.2015
BMI	16.2.2015
OrbiMed Associates	17.2.2015
OrbiMed Private Investments	17.2.2015
LSP	16.2.2015
Novo Nordisk	16.2.2015

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**TRANSFER AGREEMENT**  
**REGARDING THE TRUST AGREEMENTS**  
**WITH BÖHRET SEHMSDORF GMBH**

---

by and between

- (1) **Prof. Dr. Melvyn Little**, Immenseeweg 17, 25826 St. Peter-Ording, Germany
- (2) **Deutsches Krebsforschungszentrum**, Im Neuenheimer Feld 280, 69120 Heidelberg, Germany  
- hereinafter referred to as “**DKFZ**” -
- (3) **AGUTH Holding GmbH**, Schloß-Wolfsbrunnenweg 33, 69118 Heidelberg, Germany  
- hereinafter referred to as “**AGUTH**” -
- (4) **KfW**, Ludwig-Erhard-Platz 1-3, 53179 Bonn, Germany  
- hereinafter referred to as “**KfW**” -
- (5) **tbg Technologie-Beteiligungs-Gesellschaft mbH**, Ludwig-Erhard-Platz 1-3, 53179 Bonn, Germany  
- hereinafter referred to as “**tbg**” -
- (6) **SGR Sagittarius Holding AG**, Brügglistrasse 2, 8852 Altendorf, Switzerland  
- hereinafter referred to as “**SGR**” -
- (7) **BioMed Invest I Ltd.**, Suite 7, Provident House, Havilland Street, St. Peter Port, Guernsey, GY1 2QE, Channel Islands  
- hereinafter referred to as “**BMI**” -
- (8) **OrbiMed Associates III, LP**, 601 Lexington Avenue, 54th Floor, New York, NY 10022, USA  
- hereinafter referred to as “**OrbiMed Associates**” -

- (9) **OrbiMed Private Investments III**, LP, 601 Lexington Avenue, 54th Floor, New York, NY 10022, USA  
- hereinafter referred to as “**OrbiMed Private Investments**” -
- (10) **LSP III Omni Investment Coöperatief U.A.**, Johannes Vermeerplein 9, 1071 DV Amsterdam, The Netherlands  
- hereinafter referred to as “**LSP**” -
- (11) **Novo Nordisk A/S**, Novo Allé, 2880 Bagsværd, Denmark  
- hereinafter referred to as “**Novo Nordisk**” -
- (12) **Böhret Sehmsdorf Trust GmbH**, Maxstr.8, 01067 Dresden, registered with the commercial register of Amtsgericht Dresden under HRB 38322  
- hereinafter referred to as the “**Trust GmbH**” -
- and
- (13) **Böhret Semsdorf GmbH**, Maxstraße 8, 01067 Dresden  
- hereinafter referred to as “**Trustee**” -

The parties named under nos. (1) to (11) above are hereinafter also collectively referred to as the “**Shareholders**” and each individually as a “**Shareholder**”. The parties named under nos. (1) to (13) above are hereinafter also collectively referred to as the “**Parties**” and each individually as a “**Party**”.

#### **PREAMBLE**

- (A) The Shareholders are shareholders of Affimed N.V., Im Neuenheimer Feld 582, 69120 Heidelberg, Germany (hereinafter also referred to as the “**Company**”), and the Company in turn is the sole shareholder of Affimed GmbH, Heidelberg, Germany (hereinafter referred to as “**Affimed GmbH**”) which came into existence as a result of the conversion (formwechselnde Umwandlung) of the former Affimed Therapeutics AG, Heidelberg, Germany (hereinafter also referred to as the “**Affimed AG**”).
- (B) The Shareholders, Affimed AG and certain board members and consultants of Affimed AG (hereinafter referred to as the “**Beneficiaries**” and each a “**Beneficiary**”) had been parties to certain “carve out agreements” (hereinafter referred to as the “**Original Carve Out Agreement**”), which had been entered prior to the closing of the IPO of the Company on the Nasdaq Global Market and the reorganization of Affimed AG undertaken in connection therewith resulting in a transfer of all shares in Affimed AG to the Company, and by which the Shareholders had granted the Beneficiary a participation in their proceeds of an exit of their participation in Affimed AG or a holding company by way of trade sale, asset deal, merger, reverse take-over or IPO.

- (C) As a consequence of the closing of the IPO of the Company on the Nasdaq Global Market on 17 September 2014, the Beneficiaries became entitled to a payment claim against the Shareholders pursuant to the terms of the Original Carve Out Agreements.
- (D) In February 2015, each of the Shareholders entered into an individual “amended and restated carve out agreement” with each Beneficiary by which each of the Shareholders and each Beneficiary agreed to terminate the Original Carve Out Agreements for the future and to replace it with such individual “amended and restated carve out agreement” (hereinafter collectively referred to as the “**Amended and Restated Carve Out Agreements**” and each an “**Amended and Restated Carve Out Agreement**”).
- (E) Under the terms of the Amended and Restated Carve Out Agreements, the respective Shareholder has authorized the Company to deposit in trust with the Trustee the Trust Shares (as defined in the Amended and Restated Carve Out Agreements) for the purposes of the Trustee selling a certain fraction of the Trust Shares and forwarding the sales proceeds to the relevant tax and other authorities and/or to the Beneficiary, as applicable, and to instruct the Company to transfer on its books the remaining number of Trust Shares to the name of the Beneficiary, in each case in full discharge of the obligations of the respective Shareholder under the respective Amended and Restated Carve Out Agreement.
- (F) To this end, each Shareholder has entered into a “trust agreement” with the Trustee. The “trust agreements” all Shareholders have entered into (hereinafter collectively: the “**Trust Agreements**” and each a “**Trust Agreement**”) are listed comprehensively in Schedule (E).
- (G) In order to facilitate the administration of the Amended and Restated Carve Out Agreements as well as the settlement of claims under the Amended and Restated Carve Out Agreement, the Shareholders, the Trust GmbH and the Beneficiaries have agreed to transfer each of the Amended and Restated Carve Out Agreements from the respective Shareholders to the Trust GmbH.

NOW, THEREFORE, the Parties hereby enter into this “Transfer Agreement regarding the Trust Agreements with Böhret Sehmsdorf GmbH” (hereinafter referred to as “**this Agreement**”):

## 1. DEFINITIONS

Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Trust Agreements.

**2. TRANSFER OF THE TRUST AGREEMENTS**

- 2.1 Each of the Shareholders hereby transfers, and the Trust GmbH hereby assumes with debt-discharging effect (*im Wege der befreienden Schuldübernahme*) for each of the Shareholders, the respective Shareholders' legal position under the respective Trust Agreement and any and all rights and obligations of the respective Shareholder under each of the Trust Agreements.
- 2.2 As a precaution, the Trust GmbH hereby accedes to each of the Trust Agreements and to the respective Shareholder's obligations thereunder as additional debtor (*im Wege des Schuldbeitritts*) on the side of the respective Shareholder.
- 2.3 The Trustee hereby consents to the transfer of each Shareholder's obligations under the respective Trust Agreement.

**3. LIMITATION OF THE TRUST GMBH'S LIABILITY; INDEMNIFICATION OF THE TRUST GMBH AND OF TRUSTEE**

- 3.1 The Parties agree that the Trust GmbH's liability vis-à-vis the Trustee under each of the Trust Agreements, as transferred and amended pursuant to this Agreement, shall be, to the extent legally permissible, limited to the Trust Shares (or the value of the Trust Shares realized in accordance with the provisions of the Trust Agreements).
- 3.2 Each of the Shareholders hereby undertakes to indemnify and hold harmless the Trust GmbH from and against any financial obligations of the Trust GmbH under the respective Trust Agreement which cannot be fulfilled from the realization of the value of the Trust Shares in accordance with the provisions of the respective Trust Agreement.
- 3.3 Each of the Shareholders hereby undertakes to indemnify and hold harmless the Trustee from and against any obligations and claims in connection with the holding of the Trust Shares resulting from the due fulfilment of the Trust Agreement which cannot be fulfilled from the realization of the value of the Trust Shares in accordance with the provisions of the respective Trust Agreement. This expressly includes any remuneration of third party fees for domestic or foreign legal and tax advice in connection with the due fulfilment of the Trust Agreement.

**4. FINAL PROVISIONS**

- 4.1 This Agreement shall become legally binding and effective as soon as it has been signed by all Parties (not necessarily on the same page) and the Trust GmbH has received the originals of the signed signature pages of all Parties. The Parties agree that the signing of the signature page to this Agreement and the delivery of the originals of the signed signature pages to the Trust GmbH shall be sufficient for purposes of

entering into this Agreement, and each of the Parties other than the Trust GmbH waives the requirement of receipt of the respective signed signature pages of the other Parties pursuant to § 151 sentence 1 BGB. The Trust GmbH shall provide each Party with a pdf copy of all signed signature pages.

- 4.2 Any amendments and additions to this Agreement must be made in writing in order to be effective, to the extent that notarization is not required by applicable law. This shall also apply to a waiver of the written form requirement.
- 4.3 Each of the Parties shall bear its own costs, including fees and expenses, incurred in connection with the preparation, negotiation, execution and consummation of this Agreement or the transactions contemplated herein.
- 4.4 Should one or more provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The same shall apply if the Agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable or missing provision.
- 4.5 This Agreement shall be governed by the laws of the Federal Republic of Germany without regard to the conflicts of laws provisions thereof. To the extent that such an agreement is legally valid, the courts competent for Heidelberg, Germany shall have exclusive jurisdiction over this Agreement.

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_, \_\_\_\_\_  
Place, Date

\_\_\_\_\_  
(Prof. Dr. Melvyn Little)

\_\_\_\_\_  
(Deutsches Krebsforschungszentrum)

\_\_\_\_\_  
(AGUTH Holding GmbH)

\_\_\_\_\_  
(KfW)

_____, _____ Place, Date	_____ (tbg Technologie-Beteiligungs-Gesellschaft mbH)
_____, _____ Place, Date	_____ (SGR Sagittarius Holding AG)
_____, _____ Place, Date	_____ (BioMed Invest I Ltd.)
_____, _____ Place, Date	_____ (OrbiMed Associates III, LP)
_____, _____ Place, Date	_____ (OrbiMed Private Investments III, LP)
_____, _____ Place, Date	_____ (LSP III Omni Investment Coöperatief U.A.)
_____, _____ Place, Date	_____ (Novo Nordisk A/S)
_____, _____ Place, Date	_____ (Böhret SehmsdorfTrust GmbH)
_____, _____ Place, Date	_____ (Böhret Sehmsdorf GmbH)

## Schedule (F)

## Trust Agreements

<u>Shareholder which/who is party to the respective Trust Agreement</u>	<u>Date of the respective Trust Agreement</u>
Prof. Dr. Melvyn Little	16.2.2015
DKFZ	16.2.2015
AGUTH	16.2.2015
KfW	16.2.2015
tbg	16.2.2015
SGR	16.2.2015
BMI	16.2.2015
OrbiMed Associates	17.2.2015
OrbiMed Private Investments	17.2.2015
LSP	16.2.2015
Novo Nordisk	16.2.2015