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

FORM 6-K

**Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934**

For the month of September, 2024

Commission File Number: 001-36619

Affimed N.V.

**Gottlieb-Daimler-Straße 2,
68165 Mannheim
Germany
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

AFFIMED N.V.

On September 11, 2024, Affimed N.V. announced an extraordinary general meeting of shareholders to be held on October 10, 2024 and made available to its shareholders certain other materials in connection with such meeting.

Such materials are attached as exhibits to this Form 6-K and are incorporated by reference herein.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: September 11, 2024

AFFIMED N.V.

By: /s/ Andreas Harstrick

Name: Andreas Harstrick

Title: Chief Medical Officer

By: /s/ Denise Mueller

Name: Denise Mueller

Title: Chief Business Officer

EXHIBIT INDEX

Exhibit	Description of Exhibit
99.1	Notice convening the extraordinary general meeting of shareholders
99.2	Agenda including explanation
99.3	Powers of attorney

Text advertisement convocation EGM 2024

"Shareholders of Affimed N.V. are invited to attend an extraordinary general meeting of the company which will be held on October 10, 2024 at 13:00 hrs. (CET) at the offices of De Brauw Blackstone Westbroek N.V., Burgerweeshuispad 201, 1076 GR Amsterdam, the Netherlands. The record date for the meeting is September 12, 2024. The agenda with explanatory notes and the procedure for attending the meeting and exercising voting rights by written proxy are available for inspection at the office of the company: Gottlieb-Daimler Straße 2, 68165 Mannheim, Germany and at <https://www.affimed.com/investors/>. The agenda includes, among other things, the binding nomination for the appointment of Mr. Shawn Leland as managing director."



**AGENDA AND EXPLANATORY NOTES
EXTRAORDINARY GENERAL MEETING OF AFFIMED N.V.**

*to be held on Thursday October 10, 2024, starting at 13:00 hrs. (CET), at the offices of
De Brauw Blackstone Westbroek N.V., Burgerweeshuispad 201, 1076 GR
Amsterdam, the Netherlands (the "EGM")*

Agenda

- | | |
|---|--------------------|
| 1. Opening | Non-Voting |
| 2. Appointment of Mr. Shawn Leland as a managing director | Voting item |
| 3. Approval of an addendum to the Remuneration Policy for the Management Board in respect of Mr. Shawn Leland | Voting item |
| 4. Closing | Non-Voting |

Explanatory Notes to the Agenda

1 Opening

2 Appointment of Mr. Shawn Leland as managing director

In accordance with Affimed N.V.'s ("**Affimed**" of the "**Company**") articles of association and the Dutch Civil Code, the Company's supervisory board (the "**Supervisory Board**") proposes to appoint Mr. Shawn Leland as member of the Company's management board (the "**Management Board**"), for a term starting on the date of the EGM, and ending at the end of the annual general meeting of shareholders to be held in 2026, which is the second calendar year after the year of appointment.

The Supervisory Board has made a binding nomination for the appointment of Mr. Leland as member of the Management Board. Subject to his appointment at this EGM, Mr. Leland will be designated as Chief Executive Officer and chairman of the Management Board. Dr. Andreas Harstrick, who has been serving as acting CEO since January 2024 will continue in his position as Chief Medical Officer (CMO).

Mr. Leland, born on 9 December 1983, is a US national. He is an accomplished pharmaceutical and biotechnology professional with more than 15 years of experience in the industry. Mr. Leland has a proving record in successfully advancing the development of novel oncology assets, raising substantial capital for several biotech companies, negotiating major global licensing agreements, and establishing strategic partnerships. Most recently, Mr. Leland was the Interim CEO and Board Director of ForeBio, where he guided the company through a phase 2 study with registrational intent and closed a USD 75 million Series D financing round. In July 2019, Mr. Leland founded Elevation Oncology and initially took on the roles of Chief Business Officer and Board Director, later transitioning to CEO until January 2023. During his tenure, the company advanced multiple novel targeted oncology assets and raised over USD 200 million in capital, including a USD 100 million IPO. From 2017 – 2019, Mr. Leland was Head of Business Development at Verastem Oncology and from 2013 – 2017, he held a similar position at Argos Therapeutics. In these positions, he played a pivotal role in shaping each company's corporate development strategy, leading multiple partnerships and licensing transactions. Mr. Leland began his career with ARIAD Pharmaceuticals and Eli Lilly, where he gained valuable experience in the pharmaceutical and biotechnology section. Mr. Leland holds a PharmD from Albany College of Pharmacy.

With due observance of and subject to the approval of the addendum to the remuneration policy for the Management Board (the "**Remuneration Policy**") under agenda item 3, the remuneration of Mr. Leland will be determined in line with the Remuneration Policy. Below is an overview of the most important elements of Mr. Leland's employment agreement, including the remuneration package for Mr. Leland.

Fixed annual salary:	USD 695,000 gross
Variable compensation (cash bonus):	Target of 60% of the fixed annual salary
Sign-on compensation:	USD 60,000 gross and an equity award under Affimed's equity incentive award plan representing the right to purchase 405,000 shares of the Company's common stock
Subsequent equity award:	Subject to continued employment, in the first quarter of 2025, an equity award under Affimed's equity incentive award plan representing the right to purchase such number of shares that, together with the sign-on equity award set out above, represents 4.25% of the post-dilution share capital taking into account the issued and outstanding capital of the Company at that time and with due observance of this subsequent equity award
Pension and other benefits:	(i) eligibility to participate in Affimed Inc.'s 401(k) plan, (ii) medical and dental coverage through the Affimed employee benefit plan and (iii) Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefits for a period of 18 months
Long-term equity incentive:	Participation in Affimed's equity incentive award plan
Severance:	150% of the then current fixed annual salary and pro-rated variable compensation
Change of control payment:	Upon termination within 6 months following a change of control, 150% of the then current fixed annual salary and variable compensation
Post-termination restrictive covenants:	Non-competition covenant and non-solicitation covenant until 6 months after agreement has ended
Termination notice period:	Not less than 45 days for both parties
The severance compensation set out above (i.e., 150% of the then current fixed annual salary and pro-rated variable compensation) is subject to adoption of agenda item 3.	

3 Approval of an addendum to the Remuneration Policy for the Management Board in respect of Mr. Shawn Leland

In connection with the proposed appointment of Mr. Shawn Leland as set out in agenda item 2, the Supervisory Board proposes to approve an addendum to the Remuneration Policy in respect of Mr. Shawn Leland.

The Remuneration Policy was adopted and approved by the general meeting at the annual general meeting of the Company held on 22 June 2022. Pursuant to Clause 7 of the Remuneration Policy, the severance compensation shall be in line with relevant market practices and shall not exceed 100% of the managing director's annual base salary, increased with the average variable compensation as referred to in Clause 4 (the "**STI Variable Compensation**") of the Remuneration Policy over the last full three years, or if the term of office of the managing director is shorter than three years, the average received STI Variable Compensation over the shorter period. Mr. Leland's remuneration package includes severance arrangements which are in line with the practice for US listed biotech firms, however these are not in line with Clause 7 of the Remuneration Policy.

The additional terms under this addendum are intended to enable the Company to provide Mr. Leland market practice severance compensation. Under the terms of this addendum, Mr. Leland may be offered, in the event of Mr. Leland's termination without cause or in case Mr. Leland terminates for good reason (good reason will have the meaning given to such term in the Mr. Leland's employment agreement), a lump sum severance payment within 45 days of his termination of employment equal to 150% of Mr. Leland's then current base salary and pro-rated STI Variable Compensation.

The Supervisory Board believes it is in the interest of the Company to be able to offer Mr. Leland a competitive remuneration package including market practice severance arrangements. The Supervisory Board therefore, upon a proposal thereto by the Company's compensation committee, considers it desirable to propose the approval of an addendum to the Remuneration Policy, so that, insofar as the remuneration to be awarded to Mr. Leland would fall within the limits of the proposed addendum, but would otherwise be inconsistent with the Remuneration Policy, it will fall within the scope of the Remuneration Policy if the addendum has been approved.

This addendum applies to Mr. Leland only, and does not affect the remuneration of the other members of the Management Board. The resolution set out in this agenda item 3 is subject to the adoption by the general meeting of the resolution set out under agenda item 2.

4 Closing

POWER OF ATTORNEY
EXTRAORDINARY GENERAL MEETING

AFFIMED N.V.

October 10, 2024
(FOR LEGAL ENTITY)

[insert full name], a legal entity organized and existing under the laws of [insert country], with its seat in [insert name city], having its offices in [insert address] (the "**Grantor**") herewith grants a power of attorney to (*please check the box that is applicable*):

- ☐ _____ (possibility to include name of an authorized person)
- ☐ each of Michael Wolf and Susanne Spieler, both retained by the Company (as defined below)
(each a "**Company Attorney**"),

(the "**Attorney**"), to represent the Grantor, as shareholder of Affimed N.V., a limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, with address at Gottlieb-Daimler Straße 2, 68165 Mannheim, Germany, registered with the Trade Register of the Chamber of Commerce under file number 60673389 (the "**Company**") at the Extraordinary General Meeting of Shareholders of the Company to be held on October 10, 2024, at 13:00 hrs. (CET), which meeting will be held at the offices of De Brauw Blackstone Westbroek N.V., Burgerweeshuispad 201, 1076 GR Amsterdam, the Netherlands (the "**EGM**"), and (i) to exercise in the name of the Grantor at the EGM any and all voting rights attached to the shares in the capital of the Company which were held by the Grantor at the record date of the EGM (September 12, 2024) and (ii) to vote all shares held at the record date in favor of the proposals as stated in the agenda for the EGM unless stated otherwise below:

Agenda item 2 **Appointment of Mr. Shawn Leland as managing director**

# Shares	For	# Shares	Against	# Shares	Abstain
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Agenda item 3 **Approval of an addendum to the Remuneration Policy for the Management Board in respect of Mr. Shawn Leland**

# Shares	For	# Shares	Against	# Shares	Abstain
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Each Company Attorney, if authorized pursuant to this power of attorney, may grant a power of attorney to another person employed by the Company to perform, directly or indirectly, acts in Grantor's name within the limits of this power of attorney. The other person shall (also) be an Attorney for the purposes of this power of attorney.

The Grantor undertakes to ratify or confirm anything which the Attorney shall do or lawfully purport to do by virtue of this instrument, and shall indemnify the Attorney and keep the Attorney indemnified against and shall reimburse the Attorney for any costs, losses, suits, claims, demands, obligations, liabilities and damages which he may suffer or incur arising out of the exercise of his powers pursuant to this instrument.

Finally, the undersigned hereby represents and warrants to have full power and authority to execute this instrument on behalf of the Grantor, and that pursuant to this instrument the Attorney can validly represent the Grantor.

This power of attorney shall be governed by the laws of the Netherlands.

- *Signature page follows* -

Signed in _____ on _____, 2024.

Please fax or email a copy to:

Affimed N.V.

Attn. Susanne Spieler

faxnumber: +49 6215 6003 649

email: s.spieler@affimed.com

Please mail the original power of attorney to:

Affimed N.V.

Attn. Susanne Spieler

*Gottlieb-Daimler Straße 2, 68165
Mannheim, Germany*

POWER OF ATTORNEY
EXTRAORDINARY GENERAL MEETING
AFFIMED N.V.
October 10, 2024
(FOR NATURAL PERSON)

[insert full name], having its address at [insert address + country] (the “ **Grantor**”) herewith grants a power of attorney to (*please check the box that is applicable*):

- ☐ _____ (possibility to include name of an authorized person)
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(each a “**Company Attorney**”),

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Affimed N.V.

Attn. Susanne Spieler

faxnumber: +49 6215 6003 649

email: s.spieler@affimed.com

Please mail the original power of attorney to:

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Gottlieb-Daimler Straße 2, 68165

Mannheim, Germany