

STAKEHOLDER ENGAGEMENT POLICY OF AFFIMED N.V.

(adopted on 27. Nov. 2023)

PREAMBLE

In accordance with best practice provision 1.1.5 of the Dutch Corporate Governance Code, Affimed N.V. ("**Affimed**" or the "**Company**") has formulated this Stakeholder Engagement Policy (hereinafter also "**this Policy**").

Capitalized terms used in this Policy have the meaning set out in the Annex.

1 INTRODUCTION

1.1 Scope of application

This Policy applies to the Affimed Group, however Stakeholder specific policies on Stakeholder engagement may apply instead of, or in addition to, this Policy.

1.2 No third-party rights

Nothing expressed or referred to in this Policy will be construed to give any person any legal right or claim under or with respect to this Policy.

2 PURPOSE OF THE ENGAGEMENT

Affimed is committed to create opportunities to engage with its different Stakeholders and consider their interests in pursuing its sustainable growth strategy.

Stakeholder engagement takes place to ensure that the interests of the relevant Stakeholders are considered when defining the sustainability aspects of the Company's strategy.

Next to improving the Group's overall performance, it is also intended to increase the Group's knowledge, build social and relationship capital and contribute to the Group's license to operate.

Engagement with Stakeholders may also take place for other purposes as defined herein.

3 IDENTIFICATION OF RELEVANT STAKEHOLDERS AND ENGAGEMENT COUNTERPARTIES

3.1 Stakeholder Mapping

The Engagement Owner will identify relevant Stakeholders with regard to the subject of the engagement, taking into account the criteria set out in paragraph 3.2.

3.2 Attributes of Stakeholders

3.2.1 In identifying relevant Stakeholders, the Engagement Owner will consider, among others, the following attributes of potential Stakeholders:

- (a) **Dependency** – groups or individuals who are directly or indirectly dependent on the Group's activities and associated performance, or on whom the Group is dependent in order to operate;
- (b) **Responsibility** – groups or individuals to whom the Group has, or in the future may have, legal, commercial, operational or ethical/moral responsibilities;
- (c) **Tension** – groups or individuals who need attention from the Group with regard to financial, wider economic, social or environmental issues;
- (d) **Influence** – groups or individuals who may have an impact on the Group's strategic or operational decision-making; and
- (e) **Diverse perspectives** – groups or individuals whose different views can lead to a new understanding of the situation and the identification of opportunities for action that may not otherwise occur.

3.2.2 Those who, through regulation, custom, culture, can legitimately claim to represent any Stakeholder interests as well as the interests of the voiceless, such as future generations and the environment may also qualify as Stakeholders. Representatives are expected to be open about how they communicate with their constituencies and how they bring in their constituents' voices.

4 ENGAGEMENT METHODS

4.1 Engagement Methods

The Engagement Owner shall determine the method(s) of engaging with the Engagement Counterparty that are best suited to the purpose of the engagement and to the Engagement Counterparty. The engagement methods may include, without limitation: written correspondence, one-on-one interviews, roundtables

and expert meetings, customer and investor meetings and calls, industry and investor conferences, customer service, employee meetings, portals and hotlines, community outreach programs, and governmental and regulatory interactions.

4.2 Company representative

The Engagement Owner shall determine the person(s) representing the Group during a specific engagement with Stakeholders, taking into account their expertise, background, seniority and authority to take decisions.

5 ENGAGEMENT RISKS

5.1.1 The Engagement Owner shall assess potential risks associated with the engagement, prior to selecting the Engagement Counterparty, and the scope and method of the engagement.

5.1.2 Based on such assessment, the Engagement Owner will determine whether the engagement is in the interest of the Company and its affiliated enterprise. If it is not, the engagement will not be entered into.

5.1.2 Potential Engagement Counterparty related risks may include, without limitation, participation fatigue, having expectations that the Group is unwilling or unable to fulfil, lack of trust, unwillingness to engage, conflicting interests between Engagement Counterparties and technical or other practical barriers.

5.1.3 Group related risks may include, without limitation, damage to reputation, waste of time and financial resources, loss of control of issues, creation of conflicts of interest, raising expectations that the Group is unwilling or unable to fulfil, and non-compliance with legal requirements and internal policies and standards.

6 ENGAGEMENT COUNTERPARTY INVITATION

6.1 Invitation

The Engagement Owner shall invite the Engagement Counterparty to engage. The invitation shall in particular consider the purpose and scope of the engagement.

6.2 Request for an invitation

Individuals, groups, and organisations who would like to engage with the Group as Engagement Counterparty can contact the Group. In addition to other channels that may be available to such individuals, groups or organisations the Group can be reached at IR@affimed.com and/or media@affimed.com.

7 ONGOING MONITORING

The Management Board shall systematically monitor and evaluate the overall quality of the engagement, and the Engagement Owner shall evaluate the quality of individual engagements.

8 DISCLOSURE OF INFORMATION

8.1.1 To ensure an effective engagement and in order to assure that the Engagement Counterparty receives sufficient, consistent and timely information, the Engagement Owner shall disclose information in an accurate, transparent and comprehensive manner. The Engagement Counterparty shall be requested to adhere to the same principles with regard to the disclosure of information to the Engagement Owner.

8.1.2 Disclosure of information by the Engagement Owner shall at all times be in compliance with legal requirements and internal policies and standards.

8.1.3 The Engagement Owner shall not disclose inside information as referred to in article 7 (1) of the Market Abuse Regulation, commercially sensitive information or information that is confidential for other reasons to the Engagement Counterparty.

9 DOCUMENTING AND PUBLIC REPORTING

9.1 Documenting of engagement outputs

9.1.1 The Engagement Owner shall document the engagement and its outputs and where appropriate develop an action plan that articulates how the Group will respond to the outputs of the engagement.

9.1.2 If considered appropriate by the Engagement Owner, the Engagement Owner may communicate the key elements of the report and action plan to the Engagement Counterparty.

9.2 Public reporting on Stakeholder engagements

The Company may publicly report on its engagements to give insight into the scope and breadth of the outreach, and to demonstrate how the engagements contributed value to the Group's strategy and operations, all subject to the reporting framework applicable to the Company.

9.3 Reporting on the engagement by the Engagement Counterparty

As a condition to entering into the engagement process, the Engagement Owner may request the Engagement Counterparty to commit that such Engagement

Counterparty shall not publicly report on the engagement without the prior written consent of the Engagement Owner.

10 SHAREHOLDER ENGAGEMENT

10.1.1 Bilateral meetings with the Company's stakeholders may take place at any time during the year, except during closed periods as referred to in article 19 (11) of the Market Abuse Regulation.

10.1.2 If a shareholder of the Company engages with the Engagement Owner, the shareholder shall disclose his full share position (long and short and through derivatives) at the request of the Engagement Owner.

11 AMENDMENTS

The Management Board is authorised to amend, revoke, or deviate from this Policy at its sole discretion.

* * *

ANNEX – Definitions

Company:	Affimed N.V.
Group:	The Company and the Group Company's.
Group Company:	A Company's group company as referred to in article 2:24b of the Dutch Civil Code. A group is an economic unit in which legal persons and commercial partnerships are organizationally interconnected. Group companies are legal persons and commercial partnerships interconnected to each other in one group.
Engagement Owner:	The Management Board or a representative, designated by or on behalf of the Management Board that is conducting or initiating the engagement process on behalf of the Company, another Group Company or the Group as a whole.
Engagement Counterparty:	The counterparty of the Engagement Owner in the engagement.
Stakeholders:	Groups and individuals that, directly or indirectly, influence – or are or can be influenced by – the attainment of the Group's objectives.
Management Board:	The Management Board of the Company. Under Dutch law, a Management Board oversees the general operation of a company.