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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  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of April 2023

Commission File Number: 001-36582

**Altamira Therapeutics Ltd.**  
(Exact name of registrant as specified in its charter)

**Clarendon House, 2 Church Street**  
**Hamilton HM 11, Bermuda**  
(Address of principal executive office)

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):

Yes  No

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):

Yes  No

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### *FiveT Loan Amendment*

On February 4, 2022, Altamira Therapeutics Ltd. (the “Company”) entered into a convertible loan agreement, as amended on January 26, 2023, March 9, 2023, March 23, 2023, March 27, 2023, April 3, 2023 and April 12, 2023 (the “FiveT Loan”), with FiveT Investment Management Ltd., or FiveT IM, an affiliate of FiveT Capital Holding Ltd., or FiveT, pursuant to which FiveT IM agreed to loan to the Company CHF 5,000,000, which loan bears interest at the rate of 10% per annum.

On April 13, 2023, the Company and FiveT IM entered into an amendment to the FiveT Loan (the “FiveT Loan Amendment”), which (i) amends to the conversion price of the FiveT Loan to a fixed price equal to the lower of (a) the mean daily trading volume weighted average price (“VWAP”) of the Company’s common shares, par value CHF 0.20 per share, on the Nasdaq Stock Market on the 20 trading days preceding the effective date of the FiveT Loan Amendment or (b) 90% of the VWAP on the effective date of the FiveT Loan Amendment, (ii) amends the beneficial ownership blocker to which FiveT is subject to 4.9% and (iii) removes the provision with respect to conversion upon a qualifying offering.

### **INCORPORATION BY REFERENCE**

This Report on Form 6-K, including the exhibits to this Report on Form 6-K, shall be deemed to be incorporated by reference into the registration statements on Form F-3 (Registration Numbers [333-228121](#), [333-249347](#), [333-261127](#) and [333-264298](#)) and Form S-8 (Registration Numbers [333-232735](#) and [333-252141](#)) of Altamira Therapeutics Ltd. (formerly Auris Medical Holding Ltd.) and to be a part thereof from the date on which this report is filed, to the extent not superseded by documents or reports subsequently filed or furnished.

**SIGNATURE**

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.

**Altamira Therapeutics Ltd.**

Date: April 13, 2023

By: /s/ Thomas Meyer

Name: Thomas Meyer

Title: Chief Executive Officer

EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
99.1	<a href="#">Amendment No. 7 to Convertible Loan Agreement, dated April 13, 2023, between Altamira Therapeutics Ltd. and FiveT Investment Management Ltd.</a>

**Amendment No. 7 to  
Convertible Loan Agreement**

April 13, 2023

FiveT Investment Management Ltd.  
Suite 5B201, 2nd Floor, One Nexus Way  
Camana Bay, Grand Cayman KY1-1108  
Cayman Islands

Ladies and Gentlemen:

Reference is made to the Convertible Loan Agreement dated February 4, 2022, as amended on January 26, 2023, March 9, 2023, March 23, 2023, March 27, 2023, April 3, 2023 and April 12, 2023 (the “**Agreement**”), between FiveT Investment Management Ltd. (the “**Lender**”) and Altamira Therapeutics Ltd. (the “**AMTL**”). The parties hereby agree that, effective as of the date hereof, the Agreement shall be amended as follows:

1. Section 8.2(a) is amended and restated in its entirety as follows:

“No Conversion shall result in the beneficial ownership of the Lender or any of its Affiliates at any time of more than 4.9% of all issued and outstanding Common Shares (the Conversion Cap), it being understood and agreed by the Parties that such Conversion Cap shall not be exceeded by any of the Lender and/or its Affiliates alone or together. The Conversion Cap may be terminated by the Lender by giving 61 (sixty-one) calendar days prior written notice to AMTL.”

Notwithstanding the foregoing, this Amendment shall not trigger any other adjustments pursuant to Section 8 of the Agreement or any other provisions of the Agreement.

2. Section 8.3(a) is amended and restated in its entirety as follows:

“The conversion price applicable for any AMTL Conversion (the **Conversion Price**) shall be the lower of (i) the mean daily trading volume weighted average price (the VWAP) for AMTL Common Shares on the NASDAQ stock exchange on the 20 trading days preceding the effective date of this Amendment 7 or (ii) 90% of the VWAP on the effective date of this Amendment 7 (subject to adjustment for share splits, share dividends, recapitalizations, reorganizations, reclassification, combinations, reverse share splits or other similar events occurring after the date hereof), converted into Swiss Francs at the midpoint of the interbank exchange rate shown by UBS on the day of receipt of the Conversion Notice at 4:00 pm Central European Time.”

3. Section 14 is deleted in its entirety.

4. Except as expressly set forth herein, the Agreement remains in full force and effect. All of the amendments set forth herein shall be deemed to have been made simultaneously. This amendment shall be governed by, and construed in accordance with the substantive laws of Switzerland (to the exclusion of conflicts of laws principles and provisions). This amendment may be executed in counterparts, and delivery thereof may be made by facsimile or electronic transmission.

[Signature Page Follows.]

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If the foregoing correctly sets forth the understanding between us, please so indicate in the space provided below for that purpose.

Very truly yours,

**ALTAMIRA THERAPEUTICS LTD.**

By: /s/ Thomas Meyer

Name: Thomas Meyer

Title: Chairman and CEO

ACCEPTED as of the date first above written:

**FIVET INVESTMENT MANAGEMENT LTD.**

By: /s/ Benjamin Kressler

Name: Benjamin Kressler

Title: Authorized Person

*Signature Page to Amendment No. 7 to Convertible Loan Agreement]*

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