
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, 2019

Commission File Number: 001-36582

Auris Medical Holding AG
(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

On April 5, 2019, Auris Medical Holding Ltd. (the “Company”) entered into an Amendment No. 1 (the “Amendment”) to that certain Sales Agreement, dated November 30, 2018 (the “Original Agreement” and, together with the Amendment, the “Sales Agreement”) with A.G.P./Alliance Global Partners (“A.G.P.”), as sales agent, in connection with an “at the market offering” under which the Company from time to time may offer and sell common shares of the Company, par value CHF 0.02 per share (the “Common Shares”), having an aggregate offering price of up to \$25,000,000 (the “Shares”). Shares sold under the Sales Agreement will be offered and sold pursuant to the Company’s Registration Statement on Form F-3, which was initially filed on November 1, 2018 and declared effective by the Securities and Exchange Commission (the “SEC” on November 14, 2018 (Registration No. 333-228121), as amended by Post-Effective Amendment No. 1 filed on March 20, 2019 and declared effective by the SEC on March 27, 2019 (the “Post-Effective Amendment”) (such registration statement, as so amended, the “Registration Statement”) and the prospectus supplement dated November 30, 2018 (the “Prospectus Supplement”). The Amendment updates the Original Agreement to reflect that on March 18, 2019, the Company changed its jurisdiction of incorporation from Switzerland to Bermuda.

This Report on Form 6-K shall not constitute an offer to sell or the solicitation of an offer to buy the Shares, nor shall there be any offer, solicitation or sale of the Shares in any state or country in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or country.

The Amendment is filed as Exhibit 1.1 to this Report on Form 6-K, and the description of the Amendment is qualified in its entirety by reference to such exhibit. The Amendment is filed with reference to, and is hereby incorporated by reference into, the Registration Statement. The Company previously filed the Original Agreement as Exhibit 1.1 to its Report on Form 6-K filed with the SEC on November 30, 2018.

A copy of the opinion of Conyers Dill & Pearman Limited, relating to the legality of the common shares to be sold pursuant to the Sales Agreement and Registration Statement, is filed as Exhibit 5.1 to this Report on Form 6-K and is filed with reference to, and is hereby incorporated by reference into, the Registration Statement.

INCORPORATION BY REFERENCE

This Report on Form 6-K shall be deemed to be incorporated by reference into the registration statements on Form F-3 (Registration Number 333-228121) and Form S-8 (Registration Number 333-223855) of 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.

Auris Medical Holding AG

By: /s/ Hernan Levett

Name: Hernan Levett

Title: Chief Financial Officer

Date: April 5, 2019

EXHIBIT INDEX

Exhibit Number	Description
1.1	Amendment No. 1 to Sales Agreement, dated as of April 5, 2019, between Auris Medical Holding Ltd. and A.G.P./Alliance Global Partners
5.1	Opinion of Conyers Dill & Pearman Limited
23.1	Consent of Conyers Dill & Pearman Limited (contained in Exhibit 5.1)

**Amendment No. 1 to
Sales Agreement**

April 5, 2019

A.G.P./Alliance Global Partners
590 Madison Avenue
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the Sales Agreement dated November 30, 2018, including the Schedules and Exhibits thereto (the “**Agreement**”), between A.G.P./Alliance Global Partners (the “**Agent**”) and Auris Medical Holding Ltd. (the “**Company**”). Effective as of March 18, 2019, the Company changed its jurisdiction of incorporation from Switzerland to Bermuda and changed its name from “Auris Medical Holding AG” to “Auris Medical Holding Ltd.” In order to give effect to the foregoing and make certain other changes, the parties hereby agree that, effective as of the date hereof, the Agreement shall be amended as follows:

1. All references to “Auris Medical Holding AG” are deleted and replaced with “Auris Medical Holding Ltd.”
2. All references to “a company established in Switzerland” are deleted and replaced with “a company incorporated in Bermuda.”
3. All references to “nominal value CHF 0.02 per share” are deleted and replaced with “par value CHF 0.02 per share.”
4. All references to “Section 5(d)” are deleted and replaced with “Section 5(c).”
5. Section 1 is amended by deleting the fourth and fifth sentences of the second paragraph thereof and replacing them with “The Company may file one or more additional registration statements or post-effective amendments thereto from time to time (including, without limitation, Post-Effective Amendment No. 1 to the Company’s registration statement on Form F-3 (File No. 333-228121), filed by the Company on March 20, 2019 and declared effective by the Commission on March 27, 2019 (“**Post-Effective Amendment No. 1**”) that will contain a base prospectus and related prospectus supplement, if applicable (which shall be a Prospectus Supplement), with respect to the Placement Shares. Except where the context otherwise requires, such registration statement(s) (including, without limitation, Post-Effective Amendment No. 1), including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act Regulations or deemed to be a part of such registration statement pursuant to Rule 430B of the Securities Act Regulations, is herein called the “**Registration Statement**.”
6. Section 5(b) is amended and restated in its entirety as follows:

“(b) Delivery of Placement Shares. On or before each Settlement Date, the Company will, or will cause its transfer agent to, electronically transfer the Placement Shares being sold by crediting the Agent’s or its designee’s account (provided the Agent shall have given the Company written notice of such designee at least one Trading Day prior to the Settlement Date) at The Depository Trust Company through its Deposit and Withdrawal at Custodian System, or by such other means of delivery as may be mutually agreed upon by the parties hereto, which in all cases shall be freely tradable, transferable, registered shares in good deliverable form. On each Settlement Date, the Agent will deliver the related Net Proceeds in same day funds to an account designated by the Company on, or prior to, the Settlement Date. If the Company, or its transfer agent (if applicable), defaults in its obligation to deliver Placement Shares on a Settlement Date, through no fault of the Agent, the Company agrees that, in addition to and in no way limiting the rights and obligations set forth in Section 10(a) hereto, it will (i) hold the Agent and its clearing organization, and their respective affiliates, partners, members, directors, officers, employees and agents, and each person, if any, who controls the Agent or its clearing organization within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act or is controlled by or is under common control with the Agent or its clearing organization, in each case harmless against any loss, claim, damage, or expense (including reasonable legal fees and expenses), as incurred, arising out of or in connection with such default by the Company or its transfer agent (if applicable) and (ii) pay to the Agent any commission, discount, or other compensation to which it would otherwise have been entitled absent such default.”

7. Section 5(c) is deleted in its entirety.
8. Section 5(d) is amended by (i) renumbering such section as “Section 5(c)”; and (ii) deleting the phrase “, pursuant to a resolution of the general meeting of shareholders of the Company in accordance with the Company’s articles of association and applicable Swiss law.”
9. Section 6(h) is amended by deleting phrase “neither the Company nor its Swiss Subsidiaries” and replacing it with “none of the Swiss Subsidiaries.”
10. Section 6(m) is amended by deleting the word “Switzerland” and replacing it with “Bermuda.”
11. Section 6(aaa) is amended by deleting all references to “Swiss” in such section and replacing them with “Bermuda.”
12. Section 7(m) is amended by (i) deleting the phrase “Davis Polk & Wardwell LLP” and replacing it with “Lowenstein Sandler LLP”; and (ii) deleting the phrase “Walder Wyss Ltd., Swiss counsel to the Company” and replacing it with “Conyers Dill & Pearman Limited, special Bermuda counsel to the Company.”
13. All references to “Company Swiss Counsel” are deleted and replaced with “Company Bermuda Counsel.”
14. Section 9(n) is deleted in its entirety.
15. Section 12(a) is amended by deleting the words “Switzerland” and “Swiss” and replacing each of them with “Bermuda.”
16. Section 13 is amended by (i) deleting the words “Auris Medical Holding AG Bahnhofstrasse 21 6300 Zug, Switzerland” and replacing them with “Auris Medical Holding Ltd. Clarendon House 2 Church Street Hamilton HM 11 Bermuda”; and (ii) deleting the words “Davis Polk & Wardwell LLP 450 Lexington Avenue New York, NY 10017 Attention: Marcel Fausten, Esq. Facsimile: (212) 450-5704” and replacing them with “Lowenstein Sandler LLP 1251 Avenue of the Americas New York, NY 10020 Attention: Steven M. Skolnick, Esq. Facsimile: (973) 597-2477.”
17. Section 25 is amended by deleting the word “Swiss” and replacing it with “Bermuda.”
18. Each of Schedule 1 and Exhibit 1 are amended by adding the phrase “, as amended on April 5, 2019” immediately after “November 30, 2018.”
19. Schedule 5 is deleted in its entirety.

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 internal laws of the State of New York without regard to the principles of conflicts of laws. This amendment may be executed in counterparts, and delivery thereof may be made by facsimile or electronic transmission.

[Signature Page Follows.]

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

Very truly yours,

AURIS MEDICAL HOLDING LTD.

By: /s/ Thomas Meyer

Name: Thomas Meyer

Title: Chairman and CEO

ACCEPTED as of the date first above written:

A.G.P./ALLIANCE GLOBAL PARTNERS

By: /s/ Thomas J. Higgins

Name: Thomas J. Higgins

Title: Managing Director, Investment Banking

[Signature Page to Amendment No. 1 to Sales Agreement]

5 April 2019

Matter No.:361824
Doc Ref: 15381989+1 441 278 7904
guy.cooper@conyersdill.com

Auris Medical Holding Ltd
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Dear Sirs,

Re: Auris Medical Holding Ltd. (the "Company")

We have acted as special legal counsel in Bermuda to the Company in connection with an offering to be made pursuant to the prospectus (the "Prospectus", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) comprised of a base prospectus included in a registration statement on form F-3 (Registration No. 333-22812) filed with the Securities and Exchange Commission (the "Commission" or the "SEC") on 1 November 2018, as amended by Post-Effective Amendment No. 1 dated 27 March 2019 (the "Post-Effective Amendment") (such registration statement, as so filed and as amended (which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto), the "Registration Statement"), a base prospectus filed with the Registration Statement on 1 November 2018, as amended by the Post-Effective Amendment (the "Base Prospectus"), and a prospectus supplement dated 30 November 2018 filed with the Commission pursuant to Rule 424(b)(5) under the U.S. Securities Act of 1933, as amended, (the "Securities Act") of up to US\$25,000,000 of the Company's common shares, par value CH 0.02 each ("Common Shares") for sale through the A.G.P./Alliance Global Partners as sales agent and/or principal of the Company pursuant the sales agreement dated November 30, 2018 as amended by an amendment No.1 dated 5 April 2019 between the Company and A.G.P./Alliance Global Partners.

For the purposes of giving this opinion, we have examined the following documents:

- (i) the Registration Statement; and
- (ii) the Prospectus.

We have also reviewed the memorandum of association and the bye-laws of the Company (together, the "Constitutional Documents"), each certified by the Secretary of the Company on 4 April 2019, and such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken; (b) that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention; (c) the accuracy and completeness of all factual representations made in the Registration Statement, the Prospectus, the Sales Agreement and any other documents reviewed by us; (d) that the Registration Statement and the issue of the Common Shares in respect thereof were duly authorised prior to the Company's continuance to Bermuda and that such authorisations remain in full force and effect and have not been rescinded, amended or terminated; (e) that the Constitutional Documents will not be amended in any manner that would affect the opinions expressed herein; (f) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein; (g) that the Company will have sufficient authorised capital to effect the issue of any of the Common Shares at the time of issuance; (h) that the Company's Common Shares will be listed on an appointed stock exchange, as defined in the Companies Act 1981, as amended (the "Companies Act"), which includes NASDAQ, at the time of issuance of any Common Shares; and (i) that, upon the issue of any Common Shares, the Company will receive consideration for the issue price thereof which shall be equal to at least the price per share set by the pricing committee in the Minutes.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of, the current law and practice in Bermuda. This opinion is issued solely for your benefit and use in connection with the matter described herein and is not to be relied upon by any other person, firm or entity or in respect of any other matter.

On the basis of and subject to the foregoing, we are of the opinion that:

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority or pay any Bermuda government fee or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).
2. When issued and paid for in accordance with the Registration Statement, the Common Shares to be sold by the Company will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such Common Shares).

We hereby consent to (i) the filing of this opinion as an exhibit to the Company's Current Report on Form 6-K filed on or about 5 April 2019 for incorporation by reference into the Registration Statement, and (ii) to the references to our firm under the caption "Legal Matters" in the Registration Statement. In giving this consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman Limited

Conyers Dill & Pearman Limited
