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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.)\*

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**Q&K International Group Limited**

(Name of Issuer)

Class A ordinary shares, par value \$0.00001 per share  
(Title of Class of Securities)

G7308L 100\*\*  
(CUSIP Number)

Edmund Koon Kay Tang  
125 Arthur Road, #10-02  
Singapore 439829  
Telephone: +65-9829-4500

With a copy to:

Shuang Zhao, Esq.  
Cleary Gottlieb Steen & Hamilton LLP  
c/o 37th Floor, Hysan Place  
500 Hennessy Road  
Causeway Bay, Hong Kong  
Telephone: +852 2521 4122

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

January 28, 2021  
(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 Rule 13d-7 for other parties to whom copies are to be 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 the disclosures provided in a prior cover page.

The information required in 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).

\*\* This CUSIP number applies to the Class A ordinary shares ("Class A Ordinary Shares") of Q&K International Group Limited (the "Issuer"). CUSIP number 74738J 102 applies to the American Depositary Shares ("ADSs") of the Issuer, each representing thirty (30) Class A Ordinary Shares.

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1.	Names of reporting persons High Gate Investments Ltd.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 180,389,549 <sup>1</sup>
	9.	Sole dispositive power 0
	10.	Shared dispositive power 180,389,549 <sup>1</sup>
11.	Aggregate amount beneficially owned by each reporting person 180,389,549 <sup>1</sup>	
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) 12.6% <sup>2</sup>	
14.	Type of reporting person (see instructions) CO	

1. Represents 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B ordinary shares of the Issuer ("Class B Ordinary Shares") directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd. Beneficial ownership information is presented as of January 28, 2021.
2. This percentage is calculated using 1,436,010,850 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 1,255,621,301 Class A Ordinary Shares outstanding as of December 31, 2020 as derived from the Issuer's corporate records, and (ii) 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares beneficially owned by High Gate Investments Ltd.

1.	Names of reporting persons Yijia Inc.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) Not applicable	
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 British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 180,389,549 <sup>1</sup>
	9.	Sole dispositive power 0
	10.	Shared dispositive power 180,389,549 <sup>1</sup>
11.	Aggregate amount beneficially owned by each reporting person 180,389,549 <sup>1</sup>	
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) 12.6% <sup>2</sup>	
14.	Type of reporting person (see instructions) CO	

1. Represents 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares directly held by Yijia Inc. Beneficial ownership information is presented as of January 28, 2021.
2. This percentage is calculated using 1,436,010,850 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 1,255,621,301 Class A Ordinary Shares outstanding as of December 31, 2020 as derived from the Issuer's corporate records, and (ii) 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares directly held by Yijia Inc.

1.	Names of reporting persons High Gate Holdings Ltd.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
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 Cayman Islands	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 180,389,549 <sup>1</sup>
	9.	Sole dispositive power 0
	10.	Shared dispositive power 180,389,549 <sup>1</sup>
11.	Aggregate amount beneficially owned by each reporting person 180,389,549 <sup>1</sup>	
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) 12.6% <sup>2</sup>	
14.	Type of reporting person (see instructions) CO	

1. Represents 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd., which is in turn wholly owned by High Gate Holdings Ltd. Beneficial ownership information is presented as of January 28, 2021.

2. This percentage is calculated using 1,436,010,850 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 1,255,621,301 Class A Ordinary Shares outstanding as of December 31, 2020 as derived from the Issuer's corporate records, and (ii) 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares beneficially owned by High Gate Holdings Ltd.

1.	Names of reporting persons Edmund Koon Kay Tang	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
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 United Kingdom	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 180,389,549 <sup>1</sup>
	9.	Sole dispositive power 0
	10.	Shared dispositive power 180,389,549 <sup>1</sup>
11.	Aggregate amount beneficially owned by each reporting person 180,389,549 <sup>1</sup>	
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) 12.6% <sup>2</sup>	
14.	Type of reporting person (see instructions) IN	

1. Represents 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd., which is in turn wholly owned by High Gate Holdings Ltd. High Gate Holdings Ltd. is wholly owned by Edmund Koon Kay Tang. Beneficial ownership information is presented as of January 28, 2021.
2. This percentage is calculated using 1,436,010,850 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 1,255,621,301 Class A Ordinary Shares outstanding as of December 31, 2020 as derived from the Issuer's corporate records, and (ii) 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares beneficially owned by Edmund Koon Kay Tang.

## ITEM 1. SECURITY AND ISSUER

This Statement on Schedule 13D relates to the Class A ordinary shares, par value US\$0.00001 per share (“Class A Ordinary Shares”) of Q&K International Group Limited (the “Issuer”). The principal executive offices of the Issuer are located at Suite 1607, Building A, No.596 Middle Longhua Road, Xuhui District, Shanghai, 200032, People’s Republic of China.

## ITEM 2. IDENTITY AND BACKGROUND

(a) This Statement on Schedule 13D is filed jointly by the following persons (collectively, the “Reporting Persons”): (i) High Gate Investments Ltd., (ii) Yijia Inc., (iii) High Gate Holdings Ltd., and (iv) Edmund Koon Kay Tang. The name, business address, present principal occupation or employment or principal business and citizenship or place of organization of each of the directors of High Gate Investments Ltd., Yijia Inc. and High Gate Holdings Ltd. are set forth in Schedule A hereto and are incorporated herein by reference. None of the Reporting Persons has any executive officers.

(b) Residence or Business Address:

I: For High Gate Investments Ltd.:

190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands

II: For Yijia Inc.:

Start Chambers, Wickham’s Cay II P O Box 2221, Road Town Tortola, British Virgin Islands

III: For High Gate Holdings Ltd.:

190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands

IV: For Edmund Koon Kay Tang:

125 Arthur Road, #10-02, Singapore 439829

(c) The principal business of High Gate Holdings Ltd., Yijia and High Gate Holdings Ltd. is investment holding. Edmund Koon Kay Tang is the treasurer and a member of the executive board at Marymount Centre, a charitable organization. The address of Marymount Centre is 9 Lor 8 Toa Payoh, Good Shepherd Place, Singapore 319253.

(d) Neither any of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) Neither any of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Citizenship or the place of organization:

- I. For High Gate Investments Ltd.: Cayman Islands
- II. For Yijia Inc.: British Virgin Islands
- III. For High Gate Holdings Ltd.: Cayman Islands
- IV. For Edmund Koon Kay Tang: United Kingdom

### **ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION**

Pursuant to a share transfer agreement between Shanghai Yijia Investment Consultation Co. Ltd. and High Gate Investments Ltd. dated January 28, 2021, High Gate Investments Ltd. purchased the sole issued and outstanding ordinary share of Yijia Inc. for a consideration of US\$1.00 for investment purposes. Yijia Inc. holds 180,389,549 Class B ordinary shares of the Issuer (“Class B Ordinary Shares”), representing 12.6% of the total outstanding ordinary shares and 59.0% of the aggregate voting power in the Issuer, which were acquired prior to the Issuer’s initial public offering. Upon completion of this transaction, High Gate Investments Ltd., Yijia Inc., High Gate Holdings Ltd. and Edmund Koon Kay Tang have the shared voting and dispositive power of all of the Class B Ordinary Shares held by Yijia Inc. The source of funds used for this transaction is High Gate Investments Ltd.’s working capital.

### **ITEM 4. PURPOSE OF TRANSACTION**

The information set forth in Items 3 and 6 is hereby incorporated by reference in this Item 4.

Although none of the Reporting Persons has any present intention to acquire additional securities of the Issuer, they intend to review their respective investment on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, (i) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (ii) to dispose of all or a portion of the securities of the Issuer owned by them in the open market, in privately negotiated transactions or otherwise or (iii) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results specified in clauses (a) through (j) of Item 4 of Schedule 13D under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations. Notwithstanding anything contained herein, the Reporting Persons specifically reserves the right to change its intention with respect to any or all of such matters. In reaching any decision as to their respective course of action (as well as to the specific elements thereof), each Reporting Person currently expects that he or she or it would take into consideration a variety of factors, including, but not limited to, the following: the Issuer’s business and prospects; other developments concerning the Issuer and its businesses generally; other business opportunities available to such Reporting Person; changes in law and government regulations; general economic conditions; and liquidity and stock market conditions, including the market price of the securities of the Issuer.

Except as set forth in this Item 4, the Reporting Persons have no present plans or proposals that relate to, or that would result in, any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D under the Exchange Act.

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

(a) Each of the Reporting Persons' current ownership in the securities of the Issuer is set forth on the cover pages to this Statement on Schedule 13D and is incorporated by reference herein. The Reporting Persons disclaim membership in any "group" with any person other than the Reporting Persons.

(b) The following table sets forth the beneficial ownership of the class of securities reported on for each of the Reporting Persons.

<b>Reporting Person</b>	<b>Number of Shares Beneficially Owned(1)</b>	<b>Percentage of Securities(2)</b>	<b>Sole Power to Vote/Direct Vote</b>	<b>Shared Power to Vote/Direct Vote(1)</b>	<b>Sole Power to Dispose/Direct Disposition</b>	<b>Shared Power to Dispose/Direct Disposition(1)</b>
High Gate Investments Ltd.	180,389,549	12.6%	0	180,389,549	0	180,389,549
Yijia Inc.	180,389,549	12.6%	0	180,389,549	0	180,389,549
High Gate Holdings Ltd.	180,389,549	12.6%	0	180,389,549	0	180,389,549
Edmund Koon Kay Tang	180,389,549	12.6%	0	180,389,549	0	180,389,549

(1) Represents 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd., which is in turn wholly owned by High Gate Holdings Ltd. High Gate Holdings Ltd. is wholly owned by Edmund Koon Kay Tang. Beneficial ownership information is presented as of January 28, 2021.

(2) The percentage is calculated using 1,436,010,850 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 1,255,621,301 Class A Ordinary Shares outstanding as of December 31, 2020 as derived from the Issuer's corporate records, and (ii) 180,389,549 Class A Ordinary Shares obtainable upon conversion of 180,389,549 Class B Ordinary Shares beneficially owned by the Reporting Persons.

(c) Other than as described in Items 3 and 4 above, there have been no transactions in the class of securities reported on that were effected during the past sixty days by any of the Reporting Persons.

(d) Not applicable.

(e) Not applicable.

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

Except as described in Items 1 through 7 of this Schedule 13D, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons or between the Reporting Persons or, to the best of their knowledge, any of the persons named in Schedule A hereto and any other person, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities except for standard default and similar provisions contained in loan agreements.



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

<b>Exhibit Number</b>	<b>Title</b>
99.1	Joint Filing Agreement, dated February 2, 2021, among High Gate Investments Ltd., Yijia Inc., High Gate Holdings Ltd. and Edmund Koon Kay Tang
99.2	Share transfer agreement dated January 28, 2021 between Shanghai Yijia Investment Consultation Co. Ltd. and High Gate Investments Ltd.

SIGNATURE

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.

Dated: February 2, 2021

High Gate Investments Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Yijia Inc.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

High Gate Holdings Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Edmund Koon Kay Tang

By: /s/ Edmund Koon Kay Tang

**Schedule A**

Directors of Certain Reporting Persons

<u>Entity</u>	<u>Director</u>	<u>Business Address</u>	<u>Present Principal Occupation or Employment/ Principal Business</u>	<u>Citizenship/Place of Organization</u>
High Gate Investments Ltd.			Treasurer and member of the executive board at Marymount Centre, a charitable organization	
Yijia Inc.	Edmund Koon Kay Tang	125 Arthur Road, #10-02, Singapore 439829		United Kingdom
High Gate Holdings Ltd.				

## JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A ordinary shares, par value of US\$0.00001 per share, of Q&K International Group Limited, and that this agreement may be included as an exhibit to such joint filing. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

*[Signature page to follow]*

IN WITNESS WHEREOF, the undersigned hereby execute this agreement as of February 2, 2021.

High Gate Investments Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Yijia Inc.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

High Gate Holdings Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Edmund Koon Kay Tang

By: /s/ Edmund Koon Kay Tang

*[Signature Page to Joint Filing Agreement]*

**SHARE TRANSFER AGREEMENT**

This Share Transfer Agreement (this “**Agreement**”) is entered into as of 28 January, 2021 by and between the following parties:

- (1) **Shanghai Yijia Investment Consultation Co. Ltd.**, a company organized and existing under the laws of the People’s Republic of China ( the “**Transferor**”); and
- (2) **High Gate Investments Ltd.**, a company organized and existing under the laws of Cayman Island (the “**Transferee**”).

RECITALS

The Transferor owns of record and beneficially the sole issued and outstanding ordinary share with the par value US\$1.00 (the “**Ordinary Share**”) of YIJIA INC. (“**Company**”). The Transferee wishes to purchase from the Transferor and the Transferor desires to sell to the Transferee, the Ordinary Share in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Agreement to Transfer

Subject to the terms and conditions of this Agreement, at the Closing, the Transferor agrees to sell and transfer to the Transferee, and the Transferee agrees to purchase from the Transferor, a total of 1 Ordinary Share (the “**Transfer Share**”), representing 100% of outstanding share of the Company, for a total purchase price of US\$1.00 (i.e. priced at par value of US\$1.00 per share) (the “**Transfer Price**”):

2. Closing

- 2.1 The purchase and sale of the Transfer Share (the “**Closing**”) shall take place at such other time and place as the Transferor and the Transferee shall agree in writing. The date of the Closing is hereinafter referred to as the “**Closing Date**”.
- 2.2 On such Closing Date, (a) the Transferor shall transfer and sell to the Transferee the Transfer Share and, in connection therewith, tender and deliver to the Transferee the original share certificate(s) representing the Transfer Share (the “**Original Share Certificate**”) and the Transferor shall procure the Company to cancel the Original Share Certificate, and issue and deliver a new share certificate representing the number of the Transfer Share registered in the name of the Transferee; (b) the Transferor shall deliver to the Transferee (i) an instrument of transfer executed by the Transferor in favor of the Transferee in the form attached hereto as Exhibit A (the “**Instrument of Transfer**”), (ii) a duly executed resolution of the sole director of the Company (the “**Sole Director**”) in the form attached hereto as Exhibit B (the “**Sole Director Resolutions**”) and a duly executed resolution of the sole shareholder of the Company in the form attached hereto as Exhibit C (the “**Sole Shareholder Resolutions**”), and (iii) a duly executed written resignation of the Sole Director in the form attached hereto as Exhibit D (the “**Resignation of Sole Director**”); and (c) the Transferee shall purchase such Transfer Share from the Transferor and, in connection therewith, deliver payment of the Transfer Price against delivery by the Transferor or the Company to the Transferee of the share certificate(s), the Instrument of Transfer and other deliveries as described in subsection (a) and (b) above, by wire transfer of immediately available funds to a bank account designated by the Transferor.

- 2.3 Effective as of the Closing, all and any of the power, rights, preferences and benefits of the Transferor, attached to or arising from or in connection with the Transfer Share, shall be assigned to the Transferee.
- 2.4 Upon the Closing, the sole director of the Company shall be appointed by the Transferee.

3. Representations and Warranties of the Parties

- 3.1 The Transferor represents and warrants to the Transferee upon the Closing as follows:
  - (a) The Transferor is the sole and legal owner of the Transfer Share. The Transfer Share constitutes any and all of issued and outstanding share(s) of the Company. The Transfer Share is free from all claims, liens, charges, pledges, mortgages, trust, security interests or restriction (whether on voting, sale, transfer, disposition, or otherwise), whether imposed by agreement, understanding, law, equity or otherwise and other encumbrances.
  - (b) It has taken all the necessary actions, including without limitation adopting the necessary resolutions of the Company (if applicable), and has all the necessary authorization and capacity, to enter into and to perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Transferor, enforceable against it in accordance with its terms.
  - (c) Other than as obtained prior to the Closing, no consents to the consummation of the sale and transfer of the Transfer Share are required for the execution, delivery and performance of this Agreement by the Transferor. The execution, delivery, and performance of this Agreement by the Transferor does not (i) violate any applicable laws of any governmental authority applicable to the Transferor (ii) violate or conflict with any provision of the constitutional documents of the Transferor (if applicable) or (iii) conflict with, contravene, result in any violation or breach of or default under (with or without the giving of notice or the lapse of time or both) any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument or arrangement (whether in writing or otherwise) to which the Transferor or its property is bound, or any amendment of any of the foregoing.

(d) All the documents, seals, records, papers, materials, correspondence, accounts and other property of or relating to the business of the Company and in the possession or under power or control of the Transferor or any officer or management appointed by it has been duly and fully returned to the Company.

3.2 The Transferee represents and warrants to the Transferor upon the Closing as follows:

(a) It has taken all the necessary actions, and has all the necessary authorization and capacity, to enter into and to perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Transferee, enforceable against it in accordance with its terms.

#### 4. Confidentiality

4.1 Each party undertakes to the other party that it shall not reveal to any third party any information regarding the content or the existence of this Agreement (“**Confidential Information**”) without the prior written consent of the other party or use any Confidential Information in such manner that is detrimental to the Company or the concerned party, as the case may be. The term “Confidential Information” as used in this Section 5 means, (i) any information concerning the organization, business, technology, finance, transactions or affairs of any party or the Company or any of their respective directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof); (ii) the terms of this Agreement and the amendment and any other ancillary documents in relation thereto, and the identities of the parties and their respective affiliates; and (iii) any other information or materials prepared by a party or its respective affiliates, directors, officers, employees, managers, members, partners, representatives or agents, including without limitation, their attorneys, consultants, lenders, potential investors and financial advisors (collectively, the “**Representatives**”) that contains or otherwise reflects, or is generated from, the Confidential Information.

4.2 Notwithstanding the provisions, if any party is required to disclose any Confidential Information pursuant to any applicable law, rule or regulation or a subpoena, court order, similar judicial process, regulatory agency or stock exchange rule, the recipient shall, if possible, promptly notify the party who discloses such information (the “**Disclosing Party**”) of any such requirement and shall consult with the Disclosing Party regarding such disclosure. At the request of the Disclosing Party, such party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the Disclosing Party, seek a protective order, confidential treatment or other appropriate remedy. In any event, such party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.



- 4.3 The provisions of this Section 5 shall not apply to:
- (a) disclosure of Confidential Information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a party or any of its Representatives in violation of this Agreement;
  - (b) disclosure by a party to its Representative on a need-to-know basis; provided that such Representative (i) is under similar obligation of confidentiality or (ii) is otherwise under a binding professional obligation of confidentiality;
  - (c) disclosure by a party in accordance with the Section 5.2; or
  - (d) disclosure of Confidential Information that is reasonably necessary in the ordinary course of business or otherwise in connection with transactions contemplated hereby, including without limitation the disclosure for the purpose of reporting to or registering with the relevant government authorities in accordance with the relevant laws and regulations to consummate the transactions contemplated hereunder.

5. Miscellaneous

- 5.1 Effectiveness. This Agreement will take effect upon execution by duly authorized representatives of the parties hereto.
- 5.2 Amendment. This Agreement may only be amended with the written consents of the Transferor, and the Transferee and/or the due successors or assigns of the foregoing.
- 5.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
- 5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region, without regards to conflicts of law principles.
- 5.5 Dispute Resolution. In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the parties shall negotiate in good faith to resolve the dispute. In the event the parties fail to reach an agreement on the resolution of such a dispute within 30 days after any party's request for resolution of the dispute through negotiations, any party may submit the relevant dispute to the Hong Kong International Arbitration Centre for arbitration, in accordance with its then-effective arbitration rules. The language used during arbitration shall be English. The arbitration ruling shall be final and binding on both parties.

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- 5.6 Tax and Expenses. The Transferor covenants and agrees to indemnify and hold harmless the Transferee from and against any and all taxes, duties, fees, expenses and government levies imposed on the Transferee in connection with the transaction contemplated under this Agreement as required under any and all applicable tax laws. Other than the forgoing, each party shall be responsible for the cost it incurred (including but not limited to the legal cost).
- 5.7 Further Assurances. Each of the parties hereto shall execute such documents and perform such further acts (including without limitation obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any governmental entity or authority or any other person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement. In particular, the Transferor covenants to the Transferee that it shall provide or procure to be provided all necessary assistance to facilitate the Transferee's entitlement to the Transfer Share.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

TRANSFEROR:

**Shanghai Yijia Investment Consultation Co. Ltd.**

By: /s/ JIN Guangjie

Name:

Title:

[chop: **Shanghai Yijia Investment Consultation Co. Ltd.**]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

TRANSFeree:

**High Gate Investments Ltd.**

By: /s/ Tang Edmund Koon Kay

Name: Tang Edmund Koon Kay

Title: Director

**EXHIBIT A**

**INSTRUMENT OF TRANSFER**

**FOR VALUE RECEIVED** UD\$1.00 (amount)

Shanghai Yijia Investment Consultation Co. Ltd. (transferor)

hereby sells, assigns and transfers unto High Gate Investments Ltd. (transferee)

of \_\_\_\_\_ (address)

1 Ordinary Share (number and class of share)

in the capital of YIJIA INC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

In the presence of:

\_\_\_\_\_  
(Witness)

/s/ JIN Guangjie

Name:

For and on behalf of

Shanghai Yijia Investment Consultation Co. Ltd.

(Transferor)

In the presence of:

[chop: **Shanghai Yijia Investment Consultation Co. Ltd.**]



\_\_\_\_\_  
(Witness)

/s/ Tang Edmund Koon Kay

Name: Tang Edmund Koon Kay

For and on behalf of

High Gate Investments Ltd. (Transferee)

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**EXHIBIT B**

**Sole Director Resolutions**

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**Exhibit C**

**Sole Shareholder Resolutions**

Exhibit D

**RESIGNATION OF EXISTING SOLE DIRECTOR**

Date: \_\_\_\_\_

To: YIJIA INC.

Address: Start Chambers, Wickham's Cay II, P. O. Box 2221, Road Town, Tortola, British Virgin Islands

Dear Sirs,

I hereby resign my position as the sole director of YIJIA INC. (the "**Company**"). Upon my resignation, I hereby further authorise and instruct the Company's registered office to update the Register of Directors of the Company with terminating my directorship of the Company and appointing Tang Edmund Koon Kay as the new sole director of the Company.

I acknowledge that:

- a) I have no disagreement with the board of directors of the Company or any of its subsidiaries, nor is there any matters that need to be brought to the attention of holders of securities of the Company, whether present or future;
- b) I have no claims or rights of action whatsoever whether under common law, statute or otherwise against the Company or any of the subsidiaries of the Company in connection with or arising out of my holding or resigning office;
- c) There is no agreement or arrangement outstanding under which the Company or any of the subsidiaries of the Company has or could have an obligation to me whether now or in the future whether for the payment of money or otherwise in each case up to and including the date of this Resignation of Existing Sole Director (this "**Letter**"); and

The actions, proceedings, claims, demands and costs arised therefrom, I hereby waive, release and forever discharge the Company and each of the subsidiaries of the Company against all actions, proceedings, claims, demands and costs which I may now have or would have had in connection with or arising out of my holding or resigning office but for the execution of this Letter.

This Letter and all non-contractual obligations arising from or in connection with this Letter are governed by and construed in accordance with the law of the Hong Kong Special Administrative Region.

Yours faithfully

/s/ JIN Guangjie

\_\_\_\_\_  
JIN Guangjie