
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 January 2025

Commission File Number 001-38813

Highest Performances Holdings Inc.

61F, Pearl River Tower
No. 15 Zhujiang West Road, Zhujiang New Town, Tianhe, Guangzhou
Guangdong Province, People's Republic of China
Tel: +86-020-28381666

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

Completion of Issuance of Class B Ordinary Shares

On December 30, 2024, Highest Performances Holdings Inc. (“HPH” or the Company) entered into share subscription agreements (the “Agreements”) separately with each of Sea Synergy Limited (“Sea Synergy”), Moonlit Group Ltd (“Moonlit Group”) and Equality Group Ltd (“Equality Group”). Pursuant to the Agreements, the Company agreed to issue to Sea Synergy, Moonlit Group and Equality Group 400,000,000, 500,000,000 and 100,000,000 Class B ordinary shares of the Company (the “Subscription Shares”, each “a Subscription Share”), respectively, at a price of US\$0.001 per Subscription Share, for a total consideration of US\$400,000, US\$500,000 and US\$100,000, respectively. The gross proceeds to the Company from such transaction will be approximately US\$1.0 million, which will be used for general working capital purposes.

With approval from the board of directors of the Company, the issuance of the Subscription Shares (“Issuance”) have been completed on January 2, 2025. Following the Issuance, Moonlit Group now holds approximately 36.43% of the total issued and outstanding ordinary shares of the Company and 49.81% of the Company’s aggregate voting power, positioning itself as the largest shareholder in terms of both shareholding and voting rights. Sea Synergy, which is wholly-owned by Mr. Yinan Hu, vice chairman and chief executive officer of the Company, now holds approximately 36.05% of the total issued and outstanding ordinary share of the Company and 39.95% of the Company’s aggregate voting power. Additionally, Equality Group holds approximately 7.29% of the total issued and outstanding ordinary shares of the Company and 9.96% of the Company’s aggregate voting power.

The Class B Ordinary Shares are distinguished by the following rights and restrictions:

Voting Right. Each holder of Class A Ordinary Shares is entitled to one vote for each Class A Ordinary Share he or she holds, while each holder of Class B Ordinary Shares is entitled to one hundred (100) votes for each Class B Ordinary Share he or she holds on any and all matters submitted for a vote.

Conversion: Each Class B Ordinary Share is convertible into one Class A ordinary share, at the option of the holder, subject to approval by two-thirds of the Board of Directors. In no event shall Class A Ordinary Shares be convertible into Class B Ordinary Shares under any circumstances.

Class B Ordinary Shares shall be automatically and immediately converted into an equal number of Class A Ordinary Shares under the following circumstances: (i) if the holder is an employee, upon the termination of their employment with the Company; (ii) if the holder is a Director, upon their resignation or removal from the Board of Directors; and (iii) if the holder is a wholly-owned company (“Owned Company”) of a Director, Senior Management, or an existing shareholder, upon the individual ceasing to wholly own the Owned Company.

Limitations on Economic Rights and Transferability: Each Class B Ordinary Share confers upon the holder: (a) no right to any share in any dividend or distribution paid by the Company and (b) no right to any share in the distribution of the surplus assets of the Company upon liquidation or otherwise, and no Class B Ordinary Share may be sold, transferred, assigned, pledged, or otherwise disposed of, or used as collateral for loans or any obligations.

The Share Subscription Agreements are filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 to this Current Report on Form 6-K. The foregoing is only a brief description of the material terms of the Share Subscription Agreements, and does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to such exhibits.

EXHIBIT INDEX

Exhibit Number	Description
10.1	Share Subscription Agreement, made between Highest Performances Holdings Inc. and Sea Synergy Limited
10.2	Share Subscription Agreement, made between Highest Performances Holdings Inc. and Moonlit Group Ltd
10.3	Share Subscription Agreement, made between Highest Performances Holdings Inc. and Equality Group Ltd

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: January 6, 2025

Highest Performances Holdings Inc.

By: /s/ Hu Yanan

Name: Hu Yanan

Title: Vice-Chairman of the Board,
Chief Executive Officer

SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on December 30, 2024 between the following parties:

- (1) Sea Synergy Limited, a company duly incorporated and validly existing under the laws of the British Virgin Islands (the “**Subscriber**”); and
- (2) Highest Performances Holdings Inc., an exempt company with limited liability incorporated under the laws of Cayman Islands (Nasdaq: HPH) (the “**Company**”).

The Subscriber and the Company are collectively referred to as the “**Parties**” and each a “**Party**.”

1. SHARE SUBSCRIPTION

1.1 Subject to the terms and conditions of this Agreement, the Company shall issue to the Subscriber and the Subscriber shall subscribe from the Company, all of the title and interest in and to 400,000,000 class B ordinary shares of par value of US\$0.001 each in the share capital of the Company (the “**Subscription Shares**”), together with all rights, privilege and restrictions now and hereafter attaching thereto, with the consideration as set forth in Clause 3.

1.2 At the Closing, (i) the Subscriber shall deliver the Purchase Price as defined in Section 3.1 to the Company by wire transfer in immediately available funds, and (ii) the Company shall deliver or cause to be delivered to the Subscriber one or more certificates in definitive form for the Subscription Shares, in such denomination or denominations and registered in such name or names (each, a “**Designated Party**”) as the Subscriber requests upon notice to the Company at least two Business Days prior to the Closing Date.

2. CONDITION PRECEDENT

2.1 Payment of the consideration for the Subscription Shares by the Subscriber shall be conditional upon the completion of the issuance and allotment of the Subscription Shares to the Subscriber in accordance with Clause 1 (“**Condition Precedent**”).

3. CONSIDERATION

3.1 The Parties agree that the total consideration of the Subscription Shares shall be US\$0.001 per Subscription Share and US\$400,000 in total payable by the Subscriber to a bank account designated by the Company. Any bank charges and currency conversion charges for transferring the fund shall be borne and paid by the Subscriber. The consideration for the Subscription Shares shall be paid within fifteen(15) business days upon the satisfaction of the Condition Precedent.

3.2 Any taxation and governmental charges in connection with the issuance and allotments of the Subscription Shares and arising from the execution or performance of this Agreement shall be borne by the Subscriber.

4. THE SUBSCRIBER’S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Subscriber makes the following representations, warranties and covenants to the Company:

- 4.1 It is incorporated and validly existing under the applicable law and has the right to execute this Agreement.
-

4.2 It warrants that it will actively work with the Company to complete all necessary formalities in relation to the issuance and allotment of the Subscription Shares pursuant to the applicable laws and regulations so as to ensure that the Subscriber legally own the Subscription Shares.

4.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Company makes the following representations, warranties and covenants to the Subscriber:

5.1 It is incorporated and validly existing under the applicable law and has the right to own its property, to issue shares and to carry on the business as currently conducted and to execute this Agreement.

5.2 It has the legal right and full power and authority to enter into and perform this Agreement or any other documents in connection with this Agreement, which, when executed, will constitute valid and binding obligations on itself in accordance with their respective terms.

5.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5.4 The execution of, and the performance by it of its obligations under, this Agreement and any other documents in connection with this Agreement will not:

5.4.1 result in a breach of any provision of its articles of association or any other constitutional document; and

5.4.2 result in a breach of any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter of this Agreement, and supersedes all previous oral and written representations, exchanges, understandings and agreements made or reached by and between the Parties up to and including the date of this Agreement. The Parties acknowledge and agree that, in entering into this Agreement, no Party has relied on any representation, warranty or undertaking which is not included in this Agreement.

7. SEVERABILITY

If any provision of this Agreement shall be illegal, or for any other reason unenforceable, such provision shall be deemed to be independent from the other provisions of this Agreement and shall not affect the effect or enforceability of such other provisions, which shall continue to be effective and enforceable in accordance with their terms.

8. ASSIGNMENT

No Party shall be entitled to assign the benefit of any provision of this Agreement without the prior written approval of the other Party and compliance with the applicable law.

9. COSTS AND CHARGES

Unless otherwise provided in this Agreement or agreed in writing by the Parties to this Agreement, each Party shall bear its own costs incurred by it in relation to the execution and implementation of this Agreement (including without limitation legal fees).

10. NOTICES

All notices shall be delivered either by hand, registered airmail or email to the following addresses (as the case may be):

Subscriber: Sea Synergy Limited
Address: Vistra Corporate Services Centre ,Wickhams Cay II ,Road Town, Tortola VG1110, British Virgin Islands
Email: huyinan@puyiwm.com

Attention : Yinan Hu

Company: Highest Performances Holdings Inc.
Address: 61/F, Pearl River Tower No. 15 West Zhujiang Road
Guangzhou, Guangdong 510623 People's Republic of China
Email: yangyuanfen@puyiwm.com

Attention : Yuanfeng Yang

Notices shall be deemed to have been delivered at the following times:

- i. if by hand, on reaching the designated address subject to proof of delivery;
- ii. if by courier, the fifth business day after the date of dispatch; and
- iii. if by email, based on the date of the email shown in the incoming mailbox.

11. LIABILITY FOR BREACH OF AGREEMENT

11.1 If either Party terminates this Agreement without obtaining the consent of the other Party after the execution of this Agreement, such Party shall compensate the other Party for all direct and/or indirect losses incurred as a result thereof.

11.2 The liability for breach of this Agreement assumed by either Party shall not be discharged as a result of the termination/dissolution of this Agreement and/or the completion of the equity interest transfer formalities.

12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

12.1 This Agreement shall be construed in accordance with and be governed by the laws of Hong Kong.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in the Hong Kong International Arbitration Centre under the UNCITRAL Arbitration Rules in accordance with the Hong Kong International Arbitration Centre Procedures for the Administration of International Arbitration in force at the date of this Agreement. The arbitration shall be conducted in Chinese.

12.3 The award of the arbitral tribunal shall be final and binding upon the parties to the arbitration, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

13. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same original instrument. Any Party may enter into this Agreement by executing any such counterpart.

(The remainder of this page is intentionally left blank)

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

SUBSCRIBER:

Sea Synergy Limited

By: /s/ Yanan Hu

Name: Yanan Hu

Title: Director

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

COMPANY:

Highest Performances Holdings Inc.

By: /s/ Yong Ren

Name: Yong Ren

Title: Director

SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on December 30, 2024 between the following parties:

- (1) Moonlit Group Ltd, a company duly incorporated and validly existing under the laws of the British Virgin Islands, (the “**Subscriber**”); and
- (2) Highest Performances Holdings Inc., an exempt company with limited liability incorporated under the laws of Cayman Islands (Nasdaq: HPH) (the “**Company**”).

The Subscriber and the Company are collectively referred to as the “**Parties**” and each a “**Party**.”

1. SHARE SUBSCRIPTION

1.1 Subject to the terms and conditions of this Agreement, the Company shall issue to the Subscriber and the Subscriber shall subscribe from the Company, all of the title and interest in and to 500,000,000 class B ordinary shares of par value of US\$0.001 each in the share capital of the Company (the “**Subscription Shares**”), together with all rights, privilege and restrictions now and hereafter attaching thereto, with the consideration as set forth in Clause 3.

1.2 At the Closing, (i) the Subscriber shall deliver the Purchase Price as defined in Section 3.1 to the Company by wire transfer in immediately available funds, and (ii) the Company shall deliver or cause to be delivered to the Subscriber one or more certificates in definitive form for the Subscription Shares, in such denomination or denominations and registered in such name or names (each, a “**Designated Party**”) as the Subscriber requests upon notice to the Company at least two Business Days prior to the Closing Date.

2. CONDITION PRECEDENT

2.1 Payment of the consideration for the Subscription Shares by the Subscriber shall be conditional upon the completion of the issuance and allotment of the Subscription Shares to the Subscriber in accordance with Clause 1 (“**Condition Precedent**”).

3. CONSIDERATION

3.1 The Parties agree that the total consideration of the Subscription Shares shall be US\$0.001 per Subscription Share and US\$500,000 in total payable by the Subscriber to a bank account designated by the Company. Any bank charges and currency conversion charges for transferring the fund shall be borne and paid by the Subscriber. The consideration for the Subscription Shares shall be paid within fifteen(15) business days upon the satisfaction of the Condition Precedent.

3.2 Any taxation and governmental charges in connection with the issuance and allotments of the Subscription Shares and arising from the execution or performance of this Agreement shall be borne by the Subscriber.

4. THE SUBSCRIBER’S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Subscriber makes the following representations, warranties and covenants to the Company:

4.1 It is incorporated and validly existing under the applicable law and has the right to execute this Agreement.

4.2 It warrants that it will actively work with the Company to complete all necessary formalities in relation to the issuance and allotment of the Subscription Shares pursuant to the applicable laws and regulations so as to ensure that the Subscriber legally own the Subscription Shares.

4.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Company makes the following representations, warranties and covenants to the Subscriber:

5.1 It is incorporated and validly existing under the applicable law and has the right to own its property, to issue shares and to carry on the business as currently conducted and to execute this Agreement.

5.2 It has the legal right and full power and authority to enter into and perform this Agreement or any other documents in connection with this Agreement, which, when executed, will constitute valid and binding obligations on itself in accordance with their respective terms.

5.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5.4 The execution of, and the performance by it of its obligations under, this Agreement and any other documents in connection with this Agreement will not:

5.4.1 result in a breach of any provision of its articles of association or any other constitutional document; and

5.4.2 result in a breach of any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter of this Agreement, and supersedes all previous oral and written representations, exchanges, understandings and agreements made or reached by and between the Parties up to and including the date of this Agreement. The Parties acknowledge and agree that, in entering into this Agreement, no Party has relied on any representation, warranty or undertaking which is not included in this Agreement.

7. SEVERABILITY

If any provision of this Agreement shall be illegal, or for any other reason unenforceable, such provision shall be deemed to be independent from the other provisions of this Agreement and shall not affect the effect or enforceability of such other provisions, which shall continue to be effective and enforceable in accordance with their terms.

8. ASSIGNMENT

No Party shall be entitled to assign the benefit of any provision of this Agreement without the prior written approval of the other Party and compliance with the applicable law.

9. COSTS AND CHARGES

Unless otherwise provided in this Agreement or agreed in writing by the Parties to this Agreement, each Party shall bear its own costs incurred by it in relation to the execution and implementation of this Agreement (including without limitation legal fees).

10. NOTICES

All notices shall be delivered either by hand, registered airmail or email to the following addresses (as the case may be):

Subscriber: Moonlit Group Ltd
Address: Harneys Corporate Services Limited of Craigmuir
Chambers, P.O. Box 71, Road Town, Tortola, VG 1110, British Virgin Islands
Email: katherinewang6688@gmail.com

Attention : Katherine Wang

Company: Highest Performances Holdings Inc.
Address:
61/F, Pearl River Tower No. 15 West Zhujiang Road
Guangzhou, Guangdong 510623 People's Republic of China
Email: yangyuanfen@puyiwm.com

Attention : Yuanfeng Yang

Notices shall be deemed to have been delivered at the following times:

- i. if by hand, on reaching the designated address subject to proof of delivery;
- ii. if by courier, the fifth business day after the date of dispatch; and
- iii. if by email, based on the date of the email shown in the incoming mailbox.

11. LIABILITY FOR BREACH OF AGREEMENT

11.1 If either Party terminates this Agreement without obtaining the consent of the other Party after the execution of this Agreement, such Party shall compensate the other Party for all direct and/or indirect losses incurred as a result thereof.

11.2 The liability for breach of this Agreement assumed by either Party shall not be discharged as a result of the termination/dissolution of this Agreement and/or the completion of the equity interest transfer formalities.

12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

12.1 This Agreement shall be construed in accordance with and be governed by the laws of Hong Kong.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in the Hong Kong International Arbitration Centre under the UNCITRAL Arbitration Rules in accordance with the Hong Kong International Arbitration Centre Procedures for the Administration of International Arbitration in force at the date of this Agreement. The arbitration shall be conducted in Chinese.

12.3 The award of the arbitral tribunal shall be final and binding upon the parties to the arbitration, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

13. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same original instrument. Any Party may enter into this Agreement by executing any such counterpart.

(The remainder of this page is intentionally left blank)

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

SUBSCRIBER:

Moonlit Group Ltd

By: /s/ Katherine Wang

Name: Katherine Wang

Title: Director

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

COMPANY:

Highest Performances Holdings Inc.

By: /s/ Yanan Hu

Name: Yanan Hu

Title: Director

SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on December 30, 2024 between the following parties:

- (1) Equality Group Ltd, a company duly incorporated and validly existing under the laws of the British Virgin Islands (the “**Subscriber**”); and
- (2) Highest Performances Holdings Inc., an exempt company with limited liability incorporated under the laws of Cayman Islands (Nasdaq: HPH) (the “**Company**”).

The Subscriber and the Company are collectively referred to as the “**Parties**” and each a “**Party**.”

1. SHARE SUBSCRIPTION

1.1 Subject to the terms and conditions of this Agreement, the Company shall issue to the Subscriber and the Subscriber shall subscribe from the Company, all of the title and interest in and to 100,000,000 class B ordinary shares of par value of US\$0.001 each in the share capital of the Company (the “**Subscription Shares**”), together with all rights, privilege and restrictions now and hereafter attaching thereto, with the consideration as set forth in Clause 3.

1.2 At the Closing, (i) the Subscriber shall deliver the Purchase Price as defined in Section 3.1 to the Company by wire transfer in immediately available funds, and (ii) the Company shall deliver or cause to be delivered to the Subscriber one or more certificates in definitive form for the Subscription Shares, in such denomination or denominations and registered in such name or names (each, a “**Designated Party**”) as the Subscriber requests upon notice to the Company at least two Business Days prior to the Closing Date.

2. CONDITION PRECEDENT

2.1 Payment of the consideration for the Subscription Shares by the Subscriber shall be conditional upon the completion of the issuance and allotment of the Subscription Shares to the Subscriber in accordance with Clause 1 (“**Condition Precedent**”).

3. CONSIDERATION

3.1 The Parties agree that the total consideration of the Subscription Shares shall be US\$0.001 per Subscription Share and US\$100,000 in total payable by the Subscriber to a bank account designated by the Company. Any bank charges and currency conversion charges for transferring the fund shall be borne and paid by the Subscriber. The consideration for the Subscription Shares shall be paid within fifteen(15) business days upon the satisfaction of the Condition Precedent.

3.2 Any taxation and governmental charges in connection with the issuance and allotments of the Subscription Shares and arising from the execution or performance of this Agreement shall be borne by the Subscriber.

4. THE SUBSCRIBER’S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Subscriber makes the following representations, warranties and covenants to the Company:

4.1 It is incorporated and validly existing under the applicable law and has the right to execute this Agreement.

4.2 It warrants that it will actively work with the Company to complete all necessary formalities in relation to the issuance and allotment of the Subscription Shares pursuant to the applicable laws and regulations so as to ensure that the Subscriber legally own the Subscription Shares.

4.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Company makes the following representations, warranties and covenants to the Subscriber:

5.1 It is incorporated and validly existing under the applicable law and has the right to own its property, to issue shares and to carry on the business as currently conducted and to execute this Agreement.

5.2 It has the legal right and full power and authority to enter into and perform this Agreement or any other documents in connection with this Agreement, which, when executed, will constitute valid and binding obligations on itself in accordance with their respective terms.

5.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5.4 The execution of, and the performance by it of its obligations under, this Agreement and any other documents in connection with this Agreement will not:

5.4.1 result in a breach of any provision of its articles of association or any other constitutional document; and

5.4.2 result in a breach of any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter of this Agreement, and supersedes all previous oral and written representations, exchanges, understandings and agreements made or reached by and between the Parties up to and including the date of this Agreement. The Parties acknowledge and agree that, in entering into this Agreement, no Party has relied on any representation, warranty or undertaking which is not included in this Agreement.

7. SEVERABILITY

If any provision of this Agreement shall be illegal, or for any other reason unenforceable, such provision shall be deemed to be independent from the other provisions of this Agreement and shall not affect the effect or enforceability of such other provisions, which shall continue to be effective and enforceable in accordance with their terms.

8. ASSIGNMENT

No Party shall be entitled to assign the benefit of any provision of this Agreement without the prior written approval of the other Party and compliance with the applicable law.

9. COSTS AND CHARGES

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10. NOTICES

All notices shall be delivered either by hand, registered airmail or email to the following addresses (as the case may be):

Subscriber: Equality Group Ltd
Address: Harneys Corporate Services Limited of Craigmuir
Chambers, P.O. Box 71, Road Town, Tortola, VG 1110, British Virgin Islands
Email:

Attention : Wang Hongyu

Company: Highest Performances Holdings Inc.
Address: 61/F, Pearl River Tower No. 15 West Zhujiang Road
Guangzhou, Guangdong 510623 People's Republic of China
Email: yangyuanfen@puyiwm.com

Attention : Yuanfeng Yang

Notices shall be deemed to have been delivered at the following times:

- i. if by hand, on reaching the designated address subject to proof of delivery;
- ii. if by courier, the fifth business day after the date of dispatch; and
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11. LIABILITY FOR BREACH OF AGREEMENT

11.1 If either Party terminates this Agreement without obtaining the consent of the other Party after the execution of this Agreement, such Party shall compensate the other Party for all direct and/or indirect losses incurred as a result thereof.

11.2 The liability for breach of this Agreement assumed by either Party shall not be discharged as a result of the termination/dissolution of this Agreement and/or the completion of the equity interest transfer formalities.

12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

12.1 This Agreement shall be construed in accordance with and be governed by the laws of Hong Kong.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in the Hong Kong International Arbitration Centre under the UNCITRAL Arbitration Rules in accordance with the Hong Kong International Arbitration Centre Procedures for the Administration of International Arbitration in force at the date of this Agreement. The arbitration shall be conducted in Chinese.

12.3 The award of the arbitral tribunal shall be final and binding upon the parties to the arbitration, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

13. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same original instrument. Any Party may enter into this Agreement by executing any such counterpart.

(The remainder of this page is intentionally left blank)

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

SUBSCRIBER:

Equality Group Ltd

By: /s/ Hongyu Wang

Name: Hongyu Wang

Title: Director

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

COMPANY:

Highest Performances Holdings Inc.

By: /s/ Yanan Hu

Name: Yanan Hu

Title: Director