
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 February 2020

Commission File Number: 001-38876

ATIF HOLDINGS LIMITED

Room 3803,
Dachong International Centre, 39 Tonggu Road
Nanshan District, Shenzhen, China
(Address of principal executive offices)

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): ☐

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): ☐

Amendment to a Material Definitive Agreement

On December 10, 2018, ATIF Holdings Limited, a British Virgin Islands company (the “Company”), through its affiliate, Qianhai Asia Era (Shenzhen) International Financial Services Co., Ltd., a limited liability company organized under the laws of China (“Qianhai”), entered into an Amended and Restated Consulting Agreement (the “Agreement”) with Leaping Media Group Co., Ltd., a limited liability company organized under the laws of China (the “Client”), with respect to the proposed initial public offering of Leaping Group Co., Ltd. (“Leaping Group”), a Cayman Islands exempted company and an affiliate of the Client (collectively, the “IPO”).

On December 3, 2019, the Company, through Qianhai, entered into a First Amendment and Restated Consulting Agreement (the “Amendment”) with the Client to adjust the compensation of Qianhai.

On February 11, 2020, the Company, through Qianhai, entered into a Second Amendment to Amended and Restated Consulting Agreement (the “Second Amendment”) with the Client to adjust the compensation of Qianhai. Pursuant to the Second Amendment, the Client agreed to (i) pay Qianhai a consulting fee related to the IPO of Leaping Group, in the amount of \$265,000, of which \$65,000 was already paid and the remaining \$200,000 would be paid in cash upon the closing of the IPO; (ii) upon the closing of the IPO, issue to Qianhai a warrant to purchase 300,000 newly issued ordinary shares of Leaping Group, with an exercise price equaling to 100% of the IPO price of ordinary shares of Leaping Group. Such warrant will be exercisable within five years after the effective date of the IPO, at any time, and from time to time, in whole or in part; and (iii) notwithstanding (i) and (ii), if the IPO does not close by July 31, 2020, to pay Qianhai a consulting fee in the aggregate amount of \$1,435,000 in cash, due on July 31, 2020, unless otherwise agreed upon by the Client and Qianhai.

The foregoing description of the Second Amendment does not purport to be completed and is qualified in its entirety by reference to the full text of the Second Amendment, which is filed as Exhibit 10.1 and is incorporated herein by reference.

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.

ATIF Holdings Limited

Date: February 12, 2020

By: /s/ Jun Liu

Name: Jun Liu

Title: Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description
Exhibit 10.1	Second Amendment to Amended and Restated Consulting Agreement dated February 11, 2020, by and between Leaping Media Group Co., Ltd. and Qianhai Asia Era (Shenzhen) International Financial Services Co., Ltd.

[illegible]

The Company shall, upon the closing of the IPO, issue to the Consultant a warrant to purchase 300,000 newly issued ordinary shares of Leaping Group (the “**Warrant**”). The exercise price of the Warrant shall be equal to 100% of the initial public offering price of ordinary shares of Leaping Group. The Warrants shall be exercisable within five years after the effective date of the IPO, at any time, and from time to time, in whole or in part.

倘IPO未能如期完成，則本公司應於IPO完成後300,000股新發行普通股之“**認股權證**”應於IPO完成後立即發行，且應於IPO完成後立即交付予顧問。

2. Notwithstanding Section 1 above, if the initial public offering of Leaping Group does not close by July 31, 2020, the Company shall pay the Consultant a consulting fee in the aggregate amount of US\$1,435,000 in cash, due on July 31, 2020, unless otherwise agreed upon by the Company and the Consultant.

倘1.1節所述之IPO未能如期完成，則本公司應於2020年7月31日前以現金向顧問支付總額為1,435,000美元之諮詢費，除非本公司與顧問另有協議。

2. Except as herein above amended, the terms and provisions of the Amended Agreement No. 1 shall remain in full force and effect.

除本處上述修訂外，第一號修訂協議之條款及條件應繼續完全有效。

3. This Amendment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

本修訂協議可簽署任何數目之副本，每份均應被視為具有同等效力之原稿。

4. This Amendment shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

本修訂協議應擴展至並對每一方之繼承人、遺囑執行人、行政人員、繼承人及指定繼承人具有約束力。

5. This Amendment shall be governed by and construed in accordance with the laws of the Special Administrative Region of Hong Kong.

本修訂協議應受香港特別行政區法律之管轄並按該等法律之規定進行解釋。

6. This Amendment is written in both English and Chinese. Shall there be any conflicts between the English and Chinese versions, the English version shall prevail.

本修訂協議以英文及中文書寫。倘英文及中文版本之間有任何衝突，則英文版本應優先適用。

[SIGNATURE PAGE FOLLOWS]

[]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment, effective as of the date set forth above.

[illegible]

**Qianhai Asia Era (Shenzhen)
International Financial Services Co., Ltd.**

□ □ □ □ □ □ □ □ □ □ □ □ □ □

□□□□□□

By: /s/Qiang Chen

Name: Qiang Chen

--	--	--	--	--

Title: Chief Executive Officer

□□□□□□

Leaping Media Group Co., Ltd.

□□□□□□□□□□

By: /s/Bo Jiang

Name: Bo Jiang

□□□□□

Title: Chairman

□□□□□□