

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. n/a)*

ATIF Holdings Limited
(Name of Issuer)

Ordinary Shares, par value \$0.001 per share
(Title of Class of Securities)

G0602B100
(CUSIP Number)

ATIF Holdings Limited
Attn: Pishan Chi
Room 3803,
Dachong International Centre, 39 Tonggu Road
Nanshan district, Shenzhen, China
+(86) 0755-8695-0818

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

August 31, 2020
(Date of Event Which Requires Filing of this Statement)

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. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §§ 240.13d-7 for other parties to whom copies are to be sent.

* 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).

1.	Names of Reporting Persons I.R.S. Identification Nos. of above persons (entities only).	Jun Liu
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)	N/A
6.	Citizenship or Place of Organization	People's Republic of China
Number of Shares Beneficially by Owned by Each Reporting Person With	7. Sole Voting Power	0
	8. Shared Voting Power	4,061,574⁽¹⁾
	9. Sole Dispositive Power	0
	10. Shared Dispositive Power	0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	4,061,574⁽¹⁾
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)	8.6%⁽²⁾
14.	Type of Reporting Person (See Instructions)	IN

(1) Jun Liu (the "Reporting Person") beneficially owns 4,061,574 ordinary shares ("Shares") of ATIF Holdings Limited ("Issuer"), which includes (i) 696,941 shares through a voting rights proxy agreement dated August 31, 2020, which was entered into with Tao Jiang; (ii) 2,030,786 shares through a voting rights proxy agreement dated August 31, 2020, which was entered into with Bo Jiang; and (iii) 1,333,847 shares through a voting rights proxy agreement dated August 31, 2020, which was entered into with Di Wang. As part of the voting rights proxy agreements, The Reporting Person may deemed to have shared voting rights to vote all Shares on all matters including the election of directors. Reporting Person expressly disclaims beneficial ownership of any of the Shares covered by the voting right proxy agreements.

(2) The calculation of this percentage is based on 47,014,674 ordinary shares, par value \$0.001, of ATIF Holdings Limited (the "Issuer") as reported on the Issuer's Form F-3, as amended, filed with the SEC on June 12, 2020.

SCHEDULE 13D

Item 1. Security and Issuer

This statement relates to shares of ordinary shares, par value \$0.001 per share (the “Shares”) of ATIF Holdings Limited, a British Virgin Islands company (the “Issuer”). The Issuer’s principal executive office is Room 3803, Dachong International Centre, 39 Tonggu Road, Nanshan district, Shenzhen, China.

Item 2. Identity and Background

This statement is being filed on behalf of Mr. Jun Liu (the “Reporting Person”). On August 31, 2020, the Reporting Person entered into separate voting rights proxy agreements (“Voting Agreements”) with Mr. Tao Jiang, Mr. Bo Jiang and Ms. Di Wang (each a “Holder”), pursuant to which each Holder granted the Reporting Person the right to vote all the Shares owned by such Holder. As such, Mr. Liu may be deemed to have beneficial ownership of such shares. The Reporting Person declares that neither the filing of this Schedule 13D nor anything herein shall be construed as an admission that such person is, for the purposes of Section 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by this Schedule 13D.

- (a) The Reporting Person is an individual and a citizen of the People’s Republic of China.
- (b) The Reporting Person’s address is Room 3803, Dachong International Centre, 39 Tonggu Road, Nanshan district, Shenzhen, China.
- (c) The Reporting Person’s present principal occupation is the president and chairman of the Board of Directors of the Issuer.
- (d) Within the last five years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, which 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, United States federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

This Schedule 13D is being filed because, under the facts and circumstances as described in Items 2 and 5 of this Schedule 13D, the Reporting Person is deemed to beneficially own 4,061,574 Shares pursuant to Rule 13d-3 under the Act. This filing is not being made as a result of any particular acquisitions or dispositions of Ordinary Shares by the Reporting Person.

Item 4. Purpose of the Transaction

Pursuant to the facts and circumstances as described in this Schedule 13D, the Reporting Person was granted the right to vote all the Shares owned by each of the Holder. The Reporting Person’s is the president and chairman of the Board of Directors of the Issuer and each Holder believe that the Reporting Person’s position with the Issuer will allow the Reporting Person to represent and vote for the Issuer’s best interests as the Reporting Person is aware of and understands well all matters concerning the Issuer. There was no additional transaction involving the acquisitions or dispositions of securities of the Issuers by the Reporting Person.

Subject to ongoing evaluation, the Reporting Person has no current plans or proposals which relate to or would otherwise result in any of the following:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure including, but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended, or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

- (a) Prior to August 31, 2020, the Reporting Person was not a beneficial owner, for purposes of Rule 13d-3 under the Act, of any Shares of the Issuer or any other securities exchangeable or convertible into Shares of the Issuer. However, under the definition of "beneficial ownership" as set forth in Rule 13d-3 under the Act, as a result of entering into separate Voting Agreements with each Holder, the Reporting Person may be deemed to beneficially own 4,061,574 Shares, which represents approximately 8.6% of the total outstanding ordinary shares of the Issuer. The calculation of this beneficial ownership percentage is based on 47,014,674 Shares issued and outstanding, as reported on the Issuer's Form F-3, as amended, filed with the SEC on June 12, 2020.

- (b) Pursuant to the Voting Agreements, the Reporting Person was granted a power of attorney to all of the voting rights of the each of the Holders, including without limitation, in connection with the election of directors and approval of all corporate transactions which requires the approval of the Company's shareholders. The Reporting Person may be deemed to have shared voting rights to vote all Shares. However, Reporting Person (i) is not entitled to any other rights as a shareholder of the Issuer as to the Shares and (ii) disclaims any beneficial ownership of the Shares which are covered by the Voting Agreements.
- (c) Except as described in this Schedule 13D, there have been no transactions in ordinary shares of the Issuer by the Reporting Person during the past sixty (60) days.
- (d) To the knowledge of the Reporting Person, no persons other than the members of the Issuer who are party to the voting rights proxy agreements have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares or other securities of the ordinary shares of the Issuer subject Issuer subject to the voting rights proxy agreements. No Person is known to the Reporting Person to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any Shares that may be beneficially owned by the Reporting Person.
- (e) Not applicable.

The above descriptions of the Voting Agreements are not intended to be complete and are qualified in their entirety by reference Voting Agreements, copies of which are filed as Exhibits hereto and are incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The content of the foregoing Items is hereby incorporated herein by reference in entirety. Except as otherwise described in this Schedule 13D, to the knowledge of the Reporting Person there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in the foregoing Items.

Item 7. Materials to be Filed as Exhibits

- [1. Voting Rights Proxy Agreement dated as of August 31, 2020 by and between Jun Liu and Tao Jiang](#)
- [2. Voting Rights Proxy Agreement dated as of August 31, 2020 by and between Jun Liu and Bo Jiang](#)
- [3. Voting Rights Proxy Agreement dated as of August 31, 2020 by and between Jun Liu and Wang Di](#)

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.

Jun Liu

/s/ Jun Liu

By: Jun Liu, an individual

Date: September 23, 2020

Attention - Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001).

VOTING RIGHTS PROXY AGREEMENT

This Voting Rights Proxy Agreement (this “Agreement”) is entered into as of 31 August, 2020 (“Effective Date”), 2020 by and between Jun Liu (“Liu”) and the undersigned shareholder (the “Shareholder”). Liu and the Shareholder are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Shareholder is a member of ATIF Holdings Limited, a British Virgin Islands company (the “Company”) and the registered holder of such number of the ordinary shares of the Company (the “Ordinary Share”), par value \$0.001 per share, of the Company as set forth on Schedule A of this Agreement (the “Shares”);
- B. The Shares are beneficially owned by Jiang Tao; and
- C. The Shareholder desires to grant to Liu a proxy to vote the Shares for the maximum period of time permitted by law, by entry of the power of attorney set forth on Schedule B of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Shareholder hereby agrees to irrevocably grant a power of attorney to, and entrust, Liu, for the maximum period of time permitted by law, with all of its voting rights as a member of the Company, including without limitation, in connection with the election of directors and approval of all corporate transactions which requires the approval of the Company’s members. Liu shall exercise such rights in accordance with the laws of the British Virgin Islands and the Company’s memorandum and articles of association, as may be amended.
2. This Agreement has been duly executed by the Parties as of the Effective Date. This Agreement shall take effect upon the Effective Date.
3. The Shareholder represents and warrants to Liu that such Shareholder legally and beneficially owns such Shares as set forth on Schedule A, free and clear of all liens and encumbrances, and such Shareholder has not granted to any party, other than Liu, a power of attorney or proxy over any of such Shares or any of such Shareholder’s rights as a member of the Company. The Shareholder further represents and warrants that the execution and delivery of this Agreement by such Shareholder shall not violate any law, regulations, judicial or administrative order, arbitration award, agreement, contract or covenant applicable to such Shareholder.
4. This Agreement, may be terminated at any time by either Party, with or without cause, provided that a thirty (30) day prior written notice is given to either Liu (in the case the Shareholder wishes to terminate the Agreement) or the Shareholder (in the case Liu wishes to terminate the Agreement).
5. No provision of this Agreement may be amended or waived without the prior written consent or agreement of the Parties hereto.
6. This Agreement shall be governed by, construed and entered in accordance with the laws of the British Virgin Islands applicable to contracts deemed to be made within jurisdiction, without regard to choice of law or conflict of law provisions thereof.
7. Except for the parties to this Agreement and their respective successors and assigns, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first written above.

By: /s/ Jun Liu
Name: _____
Jun Liu

Accepted and Acknowledged:

By: /s/ Jiang Tao
Name: _____
Jiang Tao

Schedule A

Shareholder	Number of Ordinary Shares	Ownership Percentage*
Jiang Tao	696,941	1.48%

* The percentage is based on 47,014,674 shares of the Company issued and outstanding as of the date of this Agreement.

Schedule B

Form of Power of Attorney

This **POWER OF ATTORNEY** is made by Jiang Tao (the **Appointer**) of Room 1-10-2, Building 20, Baoli Dajiangwan Cheng, No.6-20, Hunnaner Road, Hunnan District, Shenyang, Liaoning, 110000, China on 31 August 2020. The Appointer is the registered holder of 696,941 ordinary shares of par value \$0.001 per share (the **Shares**) in ATIF Holdings Limited, a British Virgin Islands company (the **Company**).

1. Background

It was noted that the Appointer has entered into a voting proxy agreement (the **Agreement**) with Jun Liu (**Liu**) pursuant to which the Appointer has agreed to appoint Liu as its proxy to vote the Shares for the maximum period of time permitted by law, and as determined in this Power of Attorney.

2. Appointment

Pursuant to the Agreement, the Appointer therefore irrevocably appoints Liu to act as its attorney with full power in the Appointer's name or otherwise and on its behalf (and as Liu in his absolute discretion sees fit) to exercise all rights in relation to the Shares including to:

- (a) receive and accept service of or waive any notices, and execute any consent to short notice, attend and vote at and demand a poll at any meetings or any class meetings of the holders of shares or securities in the Company;
- (b) attend, participate and vote at any general meeting or class meeting of the Company in relation to the Shares including any election of directors and approval of all corporate transactions which requires the approval of the Company's members);
- (c) give any written consent to any resolution of the holders of shares or securities in the Company, whether or not that consent or resolution relates to all of or any class of shares or securities or otherwise of the Company in relation to the Shares;
- (d) exercise all or any of the voting and other rights, powers and privileges attached to the Shares or otherwise capable of being exercised by the Appointer in relation to the Shares;
- (e) appoint any person as the Appointer may decide as the Appointer's proxy at any meeting or any class meeting of holders of shares or securities in the Company and for that purpose to execute, complete and lodge a form of proxy on behalf of the Appointer irrespective of whether or not the Appointer has separately appointed a proxy;

- (f) deal with, and give directions on behalf of the Appointer as to, any money, security, benefit, document, notices or other communication in whatever form arising by right of the Shares or received in connection with the Shares from the Company or any other person; and
- (g) otherwise execute, deliver any document, deed or instrument and do anything which may be done in the Appointer's capacity as registered holder of the Shares.

3. Term

This Power of Attorney may be revoked by the Appointer or Liu at any time from the date of execution and delivery of this Power of Attorney, with or without cause, provided that a thirty (30) day prior written notice is given to either Liu (in the case the Appointer wishes to terminate the Power of Attorney) or the Appointer (in the case Liu wishes to terminate the Power of Attorney).

4. Ratification and Indemnity

The Appointer undertakes to ratify and confirm whatever Liu does or purports to do in good faith in the exercise of any power conferred by this Power of Attorney.

The Appointer undertakes to indemnify Liu fully against all claims, losses, costs, expenses, damages or liability which he sustains or incurs as a result of any action taken in good faith pursuant to this Power of Attorney (including any cost incurred in enforcing this indemnity).

5. Validity

The Appointer declares that a person who deals with Liu in good faith may accept a written statement signed by Liu to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

6. Governing Law and Jurisdiction

This Power of Attorney is governed by and shall be construed in accordance with the laws of the British Virgin Islands. Non-contractual obligations (if any) arising out of or in connection with this Power of Attorney (including its formation) shall also be governed by the laws of the British Virgin Islands.

The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Power of Attorney or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the undersigned have duly executed this Power of Attorney as of the day and year first written below.

This Power of Attorney has been executed as a deed and has been delivered on 31 August, 2020

By: /s/ Jiang Tao
Name: Jiang Tao

and

By: /s/ Jun Liu
Name: Jun Liu

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Pishan Chi (CEO of ATIF Holdings Limited)

Here in after referred to as PRINCIPAL, in the

City of Shenzhen

State/Country of China

Do(es) appoint:

John P. Yung

his (her) true and lawful attorney.

In principal's name, and for principal's use and benefit, said attorney is authorized hereby:

(1) To execute, acknowledge, and deliver such written documentation with respect to completing and filing a UNIFORM APPLICATION FOR ACCESS CODES TO FILE ON EDGAR with the U.S. Security and Exchange Commission, all upon such terms and conditions as said attorney shall approve.

Giving and granting to said attorney full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of foregoing as fully to all intents and purposes as principal might or could do if personally present.

All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.

31 August 2020

Date

/s/ Pishan Chi

Signature

VOTING RIGHTS PROXY AGREEMENT

This Voting Rights Proxy Agreement (this “Agreement”) is entered into as of 31 August, 2020 (“Effective Date”), 2020 by and between Jun Liu (“Liu”) and the undersigned shareholder (the “Shareholder”). Liu and the Shareholder are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Shareholder is a member of ATIF Holdings Limited, a British Virgin Islands company (the “Company”) and the registered holder of such number of the ordinary shares of the Company (the “Ordinary Share”), par value \$0.001 per share, of the Company as set forth on Schedule A of this Agreement (the “Shares”);
- B. The Shares are beneficially owned by Jiang Bo; and
- C. The Shareholder desires to grant to Liu a proxy to vote the Shares for the maximum period of time permitted by law, by entry of the power of attorney set forth on Schedule B of this Agreement.

NOW THEREFORE, the Parties agree as follows:

- 1. The Shareholder hereby agrees to irrevocably grant a power of attorney to, and entrust, Liu, for the maximum period of time permitted by law, with all of its voting rights as a member of the Company, including without limitation, in connection with the election of directors and approval of all corporate transactions which requires the approval of the Company’s members. Liu shall exercise such rights in accordance with the laws of the British Virgin Islands and the Company’s memorandum and articles of association, as may be amended.
 - 2. This Agreement has been duly executed by the Parties as of the Effective Date. This Agreement shall take effect upon the Effective Date.
 - 3. The Shareholder represents and warrants to Liu that such Shareholder legally and beneficially owns such Shares as set forth on Schedule A, free and clear of all liens and encumbrances, and such Shareholder has not granted to any party, other than Liu, a power of attorney or proxy over any of such Shares or any of such Shareholder’s rights as a member of the Company. The Shareholder further represents and warrants that the execution and delivery of this Agreement by such Shareholder shall not violate any law, regulations, judicial or administrative order, arbitration award, agreement, contract or covenant applicable to such Shareholder.
 - 4. This Agreement, may be terminated at any time by either Party, with or without cause, provided that a thirty (30) day prior written notice is given to either Liu (in the case the Shareholder wishes to terminate the Agreement) or the Shareholder (in the case Liu wishes to terminate the Agreement).
 - 5. No provision of this Agreement may be amended or waived without the prior written consent or agreement of the Parties hereto.
 - 6. This Agreement shall be governed by, construed and entered in accordance with the laws of the British Virgin Islands applicable to contracts deemed to be made within jurisdiction, without regard to choice of law or conflict of law provisions thereof.
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7. Except for the parties to this Agreement and their respective successors and assigns, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first written above.

By: /s/ Jun Liu
Name: _____
Jun Liu

Accepted and Acknowledged:

By: /s/ Jiang Bo
Name: _____
Jiang Bo

Schedule A

Shareholder	Number of Ordinary Shares	Ownership Percentage*
Jiang Bo	2,030,786	4.32%

* The percentage is based on 47,014,674 shares of the Company issued and outstanding as of the date of this Agreement.

Schedule B

Form of Power of Attorney

This **POWER OF ATTORNEY** is made by Jiang Bo (the **Appointer**) of Room 1-10-2, Building 5, Xinhua Mingzhucheng, No.7, 5A-2 XiaoBei Yidong Road, Tiexi district, Shenyang, Liaoning, 110014, China on 31 August 2020. The Appointer is the registered holder of 2,030,786 ordinary shares of par value \$0.001 per share (the **Shares**) in ATIF Holdings Limited, a British Virgin Islands company (the **Company**).

1. Background

It was noted that the Appointer has entered into a voting proxy agreement (the **Agreement**) with Jun Liu (**Liu**) pursuant to which the Appointer has agreed to appoint Liu as its proxy to vote the Shares for the maximum period of time permitted by law, and as determined in this Power of Attorney.

2. Appointment

Pursuant to the Agreement, the Appointer therefore irrevocably appoints Liu to act as its attorney with full power in the Appointer's name or otherwise and on its behalf (and as Liu in his absolute discretion sees fit) to exercise all rights in relation to the Shares including to:

- (a) receive and accept service of or waive any notices, and execute any consent to short notice, attend and vote at and demand a poll at any meetings or any class meetings of the holders of shares or securities in the Company;
- (b) attend, participate and vote at any general meeting or class meeting of the Company in relation to the Shares including any election of directors and approval of all corporate transactions which requires the approval of the Company's members);
- (c) give any written consent to any resolution of the holders of shares or securities in the Company, whether or not that consent or resolution relates to all of or any class of shares or securities or otherwise of the Company in relation to the Shares;
- (d) exercise all or any of the voting and other rights, powers and privileges attached to the Shares or otherwise capable of being exercised by the Appointer in relation to the Shares;

- (e) appoint any person as the Appointer may decide as the Appointer's proxy at any meeting or any class meeting of holders of shares or securities in the Company and for that purpose to execute, complete and lodge a form of proxy on behalf of the Appointer irrespective of whether or not the Appointer has separately appointed a proxy;
- (f) deal with, and give directions on behalf of the Appointer as to, any money, security, benefit, document, notices or other communication in whatever form arising by right of the Shares or received in connection with the Shares from the Company or any other person; and
- (g) otherwise execute, deliver any document, deed or instrument and do anything which may be done in the Appointer's capacity as registered holder of the Shares.

3. Term

This Power of Attorney may be revoked by the Appointer or Liu at any time from the date of execution and delivery of this Power of Attorney, with or without cause, provided that a thirty (30) day prior written notice is given to either Liu (in the case the Appointer wishes to terminate the Power of Attorney) or the Appointer (in the case Liu wishes to terminate the Power of Attorney).

4. Ratification and Indemnity

The Appointer undertakes to ratify and confirm whatever Liu does or purports to do in good faith in the exercise of any power conferred by this Power of Attorney.

The Appointer undertakes to indemnify Liu fully against all claims, losses, costs, expenses, damages or liability which he sustains or incurs as a result of any action taken in good faith pursuant to this Power of Attorney (including any cost incurred in enforcing this indemnity).

5. Validity

The Appointer declares that a person who deals with Liu in good faith may accept a written statement signed by Liu to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

6. Governing Law and Jurisdiction

This Power of Attorney is governed by and shall be construed in accordance with the laws of the British Virgin Islands. Non-contractual obligations (if any) arising out of or in connection with this Power of Attorney (including its formation) shall also be governed by the laws of the British Virgin Islands.

The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Power of Attorney or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the undersigned have duly executed this Power of Attorney as of the day and year first written below.

This Power of Attorney has been executed as a deed and has been delivered on 31 August, 2020

By: /s/ Jiang Bo
Name: Jiang Bo

and

By: /s/ Jun Liu
Name: Jun Liu

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Pishan Chi (CEO of ATIF Holdings Limited)

Here in after referred to as PRINCIPAL, in the

City of Shenzhen

State/Country of China

Do(es) appoint:

John P. Yung

his (her) true and lawful attorney.

In principal's name, and for principal's use and benefit, said attorney is authorized hereby:

(1) To execute, acknowledge, and deliver such written documentation with respect to completing and filing a UNIFORM APPLICATION FOR ACCESS CODES TO FILE ON EDGAR with the U.S. Security and Exchange Commission, all upon such terms and conditions as said attorney shall approve.

Giving and granting to said attorney full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of foregoing as fully to all intents and purposes as principal might or could do if personally present.

All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.

31 August 2020

Date

/s/ Pishan Chi

Signature

VOTING RIGHTS PROXY AGREEMENT

This Voting Rights Proxy Agreement (this “Agreement”) is entered into as of 31 August, 2020 (“Effective Date”), 2020 by and between Jun Liu (“Liu”) and the undersigned shareholder (the “Shareholder”). Liu and the Shareholder are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Shareholder is a member of ATIF Holdings Limited, a British Virgin Islands company (the “Company”) and the registered holder of such number of the ordinary shares of the Company (the “Ordinary Share”), par value \$0.001 per share, of the Company as set forth on Schedule A of this Agreement (the “Shares”);
- B. The Shares are beneficially owned by Wang Di; and
- C. The Shareholder desires to grant to Liu a proxy to vote the Shares for the maximum period of time permitted by law, by entry of the power of attorney set forth on Schedule B of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Shareholder hereby agrees to irrevocably grant a power of attorney to, and entrust, Liu, for the maximum period of time permitted by law, with all of its voting rights as a member of the Company, including without limitation, in connection with the election of directors and approval of all corporate transactions which requires the approval of the Company’s members. Liu shall exercise such rights in accordance with the laws of the British Virgin Islands and the Company’s memorandum and articles of association, as may be amended.
 2. This Agreement has been duly executed by the Parties as of the Effective Date. This Agreement shall take effect upon the Effective Date.
 3. The Shareholder represents and warrants to Liu that such Shareholder legally and beneficially owns such Shares as set forth on Schedule A, free and clear of all liens and encumbrances, and such Shareholder has not granted to any party, other than Liu, a power of attorney or proxy over any of such Shares or any of such Shareholder’s rights as a member of the Company. The Shareholder further represents and warrants that the execution and delivery of this Agreement by such Shareholder shall not violate any law, regulations, judicial or administrative order, arbitration award, agreement, contract or covenant applicable to such Shareholder.
 4. This Agreement, may be terminated at any time by either Party, with or without cause, provided that a thirty (30) day prior written notice is given to either Liu (in the case the Shareholder wishes to terminate the Agreement) or the Shareholder (in the case Liu wishes to terminate the Agreement).
 5. No provision of this Agreement may be amended or waived without the prior written consent or agreement of the Parties hereto.
 6. This Agreement shall be governed by, construed and entered in accordance with the laws of the British Virgin Islands applicable to contracts deemed to be made within jurisdiction, without regard to choice of law or conflict of law provisions thereof.
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7. Except for the parties to this Agreement and their respective successors and assigns, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first written above.

By: /s/ Jun Liu
Name: Jun Liu

Accepted and Acknowledged:

By: /s/ Wang Di
Name: Wang Di

Schedule A

Shareholder	Number of Ordinary Shares	Ownership Percentage*
Wang Di	1,333,847	2.84%

* The percentage is based on 47,014,674 shares of the Company issued and outstanding as of the date of this Agreement.

Schedule B

Form of Power of Attorney

This **POWER OF ATTORNEY** is made by Wang Di (the **Appointer**) of Room 1-10-2, No.6-20, Hunnaner Road, Hunnan District, Shenyang, Liaoning Province 110000, China on 31 August 2020. The Appointer is the registered holder of 1,333,847 ordinary shares of par value \$0.001 per share (the **Shares**) in ATIF Holdings Limited, a British Virgin Islands company (the **Company**).

1. Background

It was noted that the Appointer has entered into a voting proxy agreement (the **Agreement**) with Jun Liu (**Liu**) pursuant to which the Appointer has agreed to appoint Liu as its proxy to vote the Shares for the maximum period of time permitted by law, and as determined in this Power of Attorney.

2. Appointment

Pursuant to the Agreement, the Appointer therefore irrevocably appoints Liu to act as its attorney with full power in the Appointer's name or otherwise and on its behalf (and as Liu in his absolute discretion sees fit) to exercise all rights in relation to the Shares including to:

- (a) receive and accept service of or waive any notices, and execute any consent to short notice, attend and vote at and demand a poll at any meetings or any class meetings of the holders of shares or securities in the Company;
- (b) attend, participate and vote at any general meeting or class meeting of the Company in relation to the Shares including any election of directors and approval of all corporate transactions which requires the approval of the Company's members);
- (c) give any written consent to any resolution of the holders of shares or securities in the Company, whether or not that consent or resolution relates to all of or any class of shares or securities or otherwise of the Company in relation to the Shares;

- (d) exercise all or any of the voting and other rights, powers and privileges attached to the Shares or otherwise capable of being exercised by the Appointer in relation to the Shares;
- (e) appoint any person as the Appointer may decide as the Appointer's proxy at any meeting or any class meeting of holders of shares or securities in the Company and for that purpose to execute, complete and lodge a form of proxy on behalf of the Appointer irrespective of whether or not the Appointer has separately appointed a proxy;
- (f) deal with, and give directions on behalf of the Appointer as to, any money, security, benefit, document, notices or other communication in whatever form arising by right of the Shares or received in connection with the Shares from the Company or any other person; and
- (g) otherwise execute, deliver any document, deed or instrument and do anything which may be done in the Appointer's capacity as registered holder of the Shares.

3. Term

This Power of Attorney may be revoked by the Appointer or Liu at any time from the date of execution and delivery of this Power of Attorney, with or without cause, provided that a thirty (30) day prior written notice is given to either Liu (in the case the Appointer wishes to terminate the Power of Attorney) or the Appointer (in the case Liu wishes to terminate the Power of Attorney).

4. Ratification and Indemnity

The Appointer undertakes to ratify and confirm whatever Liu does or purports to do in good faith in the exercise of any power conferred by this Power of Attorney.

The Appointer undertakes to indemnify Liu fully against all claims, losses, costs, expenses, damages or liability which he sustains or incurs as a result of any action taken in good faith pursuant to this Power of Attorney (including any cost incurred in enforcing this indemnity).

5. Validity

The Appointer declares that a person who deals with Liu in good faith may accept a written statement signed by Liu to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

6. Governing Law and Jurisdiction

This Power of Attorney is governed by and shall be construed in accordance with the laws of the British Virgin Islands. Non-contractual obligations (if any) arising out of or in connection with this Power of Attorney (including its formation) shall also be governed by the laws of the British Virgin Islands.

The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Power of Attorney or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the undersigned have duly executed this Power of Attorney as of the day and year first written below.

This Power of Attorney has been executed as a deed and has been delivered on 31 August, 2020

By: /s/ Wang Di
Name: Wang Di

and

By: /s/ Jun Liu
Name: Jun Liu

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Pishan Chi (CEO of ATIF Holdings Limited)

Here in after referred to as PRINCIPAL, in the

City of Shenzhen

State/Country of China

Do(es) appoint:

John P. Yung

his (her) true and lawful attorney.

In principal's name, and for principal's use and benefit, said attorney is authorized hereby:

(1) To execute, acknowledge, and deliver such written documentation with respect to completing and filing a UNIFORM APPLICATION FOR ACCESS CODES TO FILE ON EDGAR with the U.S. Security and Exchange Commission, all upon such terms and conditions as said attorney shall approve.

Giving and granting to said attorney full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of foregoing as fully to all intents and purposes as principal might or could do if personally present.

All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.

31 August 2020

Date

/s/ Pishan Chi

Signature
