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**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 September 2021**

**Commission File Number: 001-38245**

**Xiaobai Maimai Inc.**

(Exact name of registrant as specified in its charter)

**Room 515, Floor 5, Jia No. 92-4 to 24 Jianguo Road  
Chaoyang District, Beijing 100020  
People's Republic of China  
Tel: +86 10 5370 9902**  
(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover 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): ☐

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Amendment to Material Definitive Agreement

Amendment to SPA

As previously disclosed, on August 9, 2021, Xiaobai Maimai Inc. (the “**Company**”) entered into certain securities purchase agreement (the “**SPA**”) with certain “non-U.S. Persons” (the “**Purchasers**”) as defined in Regulation S of the Securities Act of 1933, as amended (the “**Securities Act**”) pursuant to which the Company agreed to sell an aggregate of 6,340,000 units (the “**Units**”), each Unit consisting of one ordinary share of the Company, par value \$0.0001 per share (“**Share**”) and a warrant to purchase three Shares (“**Warrant**”) with an initial exercise price of \$3.00 at a price of \$1.58 per Unit, for an aggregate purchase price of approximately \$10.02 million (the “**Offering**”).

Due to a clerical error in the SPA, the number of Shares to be included in each Unit was stated as one instead of three. As a result, on September 8, 2021, the Company and the Purchasers entered into a written amendment to the SPA (the “**Amendment**”) to correct the foregoing error. Except as expressly set forth above, the SPA shall remain unchanged and in full force and effect.

A copy of the Amendment is attached hereto as Exhibit 99.1 and is incorporated herein by reference. The foregoing summary of the terms of the Amendment is subject to, and qualified in its entirety by, such document.

Exhibit No.	Description
99.1	Form of Amendment to the Securities Purchase Agreement by and among the Company and the Purchasers

## 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.

**Xiaobai Maimai Inc.**

By: /s/ Zhang Rui (Kerrie)

Name: Zhang Rui (Kerrie)

Title: Chief Financial Officer

Date: September 13, 2021

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## AMENDMENT TO SECURITIES PURCHASE AGREEMENT

This AMENDMENT TO SECURITIES PURCHASE AGREEMENT (this “Amendment”), dated as of September [ ], 2021, by and among Xiaobai Maimai Inc., a Cayman Islands company (the “Company”), and each purchaser identified on the signature page hereto (each, including its successors and assigns, a “Purchaser” and collectively the “Purchasers”).

### RECITALS

**WHEREAS**, the Company and the Purchasers entered into that certain Securities Purchase Agreement, dated as of August 9, 2021 (the “Securities Purchase Agreement”);

**WHEREAS**, due to a clerical error, the number of Shares to be included in each Unit was incorrect and stated as one instead of three;

**WHEREAS**, the Company and the Purchasers desire to make certain amendments to the Securities Purchase Agreement as set forth in this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Amendment, and for other goods and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto accordingly agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Securities Purchase Agreement.

2. Amendments.

a. Recitals. The second recital of the Securities Purchase Agreement is hereby deleted and the following is inserted in its place:

WHEREAS, the Company is offering up to an aggregate of 6,340,000 units (the “Units”), each unit consisting of three ordinary shares, par value US\$0.0001 per share, (each a “Share,” collectively as the “Shares”) and a Warrant (“Warrant”) to purchase three Shares, in the form attached hereto as Exhibit A, at price of \$1.58 per Unit to the Purchasers listed in Exhibit B;

3. No Other Amendments. Except for the amendment expressly set forth in this Amendment, the Securities Purchase Agreement shall remain unchanged and in full force and effect.

4. Entire Agreement. The Securities Purchase Agreement (as amended by this Amendment), sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and there are no restrictions, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof or thereof, other than those expressly set forth in the Securities Purchase Agreement (as amended by this Amendment). The Securities Purchase Agreement (as amended by this Amendment) supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

6. Severability. A determination by a court or other legal authority of competent jurisdiction that any provision of this Amendment is legally invalid shall not affect the validity or enforceability of any other provision hereof. The parties hereto shall cooperate in good faith to substitute (or cause such court or other legal authority to substitute) for any provision so held to be invalid a valid provision, as alike in substance to such invalid provision as is lawful.

7. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Amendment shall become effective upon delivery to each party hereto an executed counterpart or the earlier delivery to each party hereto an original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

8. Captions. Captions are not a part of this Amendment, but are included for convenience, only.

9. Further Assurances. Each party hereto shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such party's obligations hereunder, necessary to effectuate the transactions contemplated by this Amendment.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

**Company:**

Xiaobai Maimai Inc.

By: \_\_\_\_\_  
Name: Xiaobo An  
Title: Chief Executive Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

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[PURCHASER SIGNATURE PAGES TO AMENDMENT TO HX SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser:

Signature of Authorized Signatory of Purchaser: \_\_\_\_\_

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