
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 June 2024

Commission File Number: 001-41675

GOLDEN HEAVEN GROUP HOLDINGS LTD.

No. 8 Banhouhaichuan Rd
Xiqin Town, Yanping District
Nanping City, Fujian Province, China 353001
(Address of principal executive office)

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

Entry Into Material Agreements

On June 9, 2024, Golden Heaven Group Holdings Ltd. (the “Company”) entered into a Strategic Investment Consulting Agreement (the “Investment Consulting Agreement”) with Xiangyun Investment Co., LTD., an investment and strategic consulting company located in Hong Kong (“Xiangyun”), pursuant to which the Company has agreed to (i) entrust Xiangyun to serve as an investment consultant to assist in introducing qualified strategic investors to the Company, (ii) issue to Xiangyun 2,500,000 Class A ordinary shares of the Company (“Class A Ordinary Shares”) as the basic service remuneration by August 31, 2024, and (iii) issue to Xiangyun an additional 2,500,000 Class A Ordinary Shares, if Xiangyun introduces qualified investors to the Company and such investment is completed within one year from the date of the Investment Consulting Agreement.

On June 13, 2024, the Company entered into a Strategic Acquisitions Consulting Agreement (the “Acquisitions Consulting Agreement”) with Ladius Investment Ltd., a strategic business management consulting company located in the Republic of Seychelles (“Ladius”), pursuant to which the Company has agreed to (i) entrust Ladius to serve as a consultant for potential asset acquisition opportunities to assist in identifying suitable target assets in line with the Company’s strategic objectives, and (ii) issue to Ladius 2,500,000 Class A Ordinary Shares as service remuneration by August 31, 2024.

On June 14, 2024, the Company entered into a Business Development & Marketing Consulting Agreement (the “Marketing Consulting Agreement”) with SANSAGE CAPITAL CO., LIMITED (“Sansage”), pursuant to which the Company has agreed to (i) entrust Sansage to serve as a consultant to provide consulting services for the Company’s business development, sales strategies, promotion and marketing planning, etc. in the Southeast Asian market, and (ii) issue to Sansage 2,500,000 Class A Ordinary Shares as service remuneration by August 31, 2024.

The foregoing descriptions of the Investment Consulting Agreement, Acquisitions Consulting Agreement and Marketing Consulting Agreement are not complete and are qualified in their entirety by reference to the texts of such agreements, which are filed as Exhibits 10.1, 10.2 and 10.3 hereto, respectively, and are incorporated herein by reference.

EXHIBIT INDEX

Exhibit No.	Description
10.1	<u>Investment Consulting Agreement dated June 9, 2024 between Golden Heaven Group Holdings Ltd. and Xiangyun Investment Co., LTD.</u>
10.2	<u>Acquisitions Consulting Agreement dated June 13, 2024 between Golden Heaven Group Holdings Ltd. and Ladius Investment Ltd.</u>
10.3	<u>Marketing Consulting Agreement dated June 14, 2024 between Golden Heaven Group Holdings Ltd. and SANSAGE CAPITAL CO., LIMITED</u>

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: June 14, 2024

Golden Heaven Group Holdings Ltd.

By: /s/ Jin Xu

Name: Jin Xu

Title: Chief Executive Officer and
Chairman of the Board of Directors
(Principal Executive Officer)

**Strategic
Investment Consulting Agreement**

Party A: Golden Heaven Group Holdings Ltd. (hereinafter referred to as "Party A", NASDAQ symbol GDHG)

Party B: Xiangyun Investment Co., LTD. (hereinafter referred to as "Party B")

Party A is a NASDAQ listed company and an amusement park operator. Party A is seeking business growth, and, in furtherance thereof, is seeking qualified strategic investors to participate in Party A's private placement. Party B is an investment and strategic consulting company located in Hong Kong, and Party A intends to engage Party B as an investment consultant. Through friendly negotiation, Party A entrusts Party B to introduce qualified strategic investors to Party A. Both parties enter into the following agreement (the "Agreement").

Article 1. Entrusted Matters:

1.1 Party A entrusts Party B to assist in introducing strategic investors and exploring strategic cultural and tourism resources in the Asian region.

1.2 Party B accepts the entrustment of Party A to provide Party A with professional strategic planning, seek qualified investors on behalf of Party A, negotiate with potential investors on behalf of Party A, assist Party A in preparing relevant documents and information, and provide relevant risk advice.

Article 2. Obligation of Confidentiality:

Both parties shall assume the obligation to keep confidential the relevant information provided on the entrusted matters as provided in Article 1 herein. Neither party shall in any event disclose or provide any information or documents obtained under this Agreement to any unrelated third party, with the exception of potential investors, unless specifically required by the law or competent court, arbitration or administrative authority.

If there is any document or information provided by Party A that is confidential or is partially confidential, another document shall be entered into between Party A and Party B to specify the scope of the confidential matters and the scope of the information that Party B may provide to potential investors. Unless specifically authorized by Party A, Party B shall not disclose Party A's confidential information to potential investors.

Article 3. Party A's Representations and Warranties

3.1 Party A shall provide Party B with true, accurate, and necessary information and documents; Party A guarantees that the documents and information provided to Party B shall contain no misstatements or omissions of material facts related to this Agreement.

3.2 Party A shall, as reasonably required by Party B, provide information, personnel and other related cooperation under this Agreement.

3.3 Party A shall pay remuneration to Party B in accordance with Article 4 herein.

3.4 Without the written consent of Party B, Party A shall not disclose Party B's trade secrets obtained under this Agreement to the public.

3.5 Party A shall have the right to request Party B to provide the progress of entrusted matters as provided in Article 1 herein at any time; Party B shall inform Party A of the progress and potential investors within one day of receiving such request from Party A.

Article 4. Service Fees

4.1 Compensation: Party A agrees to issue to Party B a total of 2,500,000 Class A ordinary shares, as the basic service remuneration of Party B, and such 2,500,000 Class A ordinary shares shall be issued to Party B before August 31, 2024 (the “Basic Compensation”). If Party B introduces qualified investors to Party A and such investment is completed within one year from the date of this Agreement, Party A shall issue to Party B 2,500,000 Class A ordinary shares as remuneration (together with the 2,500,000 Class A ordinary shares issuable to Party B, the “Shares”), and such 2,500,000 Class A ordinary shares shall be issued to Party B within one year from the date of completion of the investment (the “Additional Compensation”, and together with the Basic Compensation, the “Compensation”).

4.2 The Shares for each of (i) the Basic Compensation and (ii) the Additional Compensation shall be issued to Party B in full as and when due pursuant to the foregoing timeframes. Party A shall provide assistance, to the extent reasonably necessary, for Party B to remove the restriction on the Shares after the expiration of the relevant lock-up period.

4.4 Party A and Party B hereby agree that Article 4 provides for all remuneration that Party B is entitled to receive under this Agreement.

Article 5. Party B’s Representations and Warranties

5.1 Party B is not a U.S. Person (as defined in Rule 902 of Regulation S promulgated under the Securities Act of 1933, as amended, or the “Securities Act”), and does not acquire shares for the accounts or benefits of any U.S. Persons. Party B agrees not to conduct hedging transactions related to Party A’s shares unless it complies with the Securities Act.

5.2 Company information. Party B has had the opportunity to review and discuss Party A’s business, management and financial affairs with the management of Party A. Party B understands that these discussions and any written information issued or to be issued by Party A are or will be intended to describe important aspects of Party A’s business. Party B also has had the opportunity to review all the information provided to it heretofore by Party A in the matters related to this Agreement and to ask questions to the senior executives of Party A.

5.3 Party B’s qualifications. Party B represents and warrants to Party A that it has all necessary licenses and approvals in the jurisdictions in which qualified investors will be solicited and to perform its obligations hereunder. Party B hereby agrees to indemnify and hold harmless Party A, against and in respect of, and to promptly pay, compensate and reimburse Party A for, any and all out-of-pocket loss, cost, payment, demand, penalty, forfeiture, expense, liability, judgment, deficiency or damage, and diminution in value or claim (including actual costs of investigation and attorneys’ fees and other costs and expenses) incurred or sustained by Party A as a result of or in connection with (i) any act or omission by Party B in connection with rendering services under the Agreement, or (ii) any breach, inaccuracy or nonfulfillment of any of the representations, warranties and covenants and/or any matters described in this Agreement by Party B, whether or not involving a third-party claim. Party A shall promptly notify Party B in writing of any claim to indemnification hereunder.

5.4 Restricted shares. Party B understands that the Shares under this Agreement are deemed to be “restricted securities” under the U.S. securities law. Party B is familiar with the Rule 144 under the Securities Act and understands the resale restrictions imposed thereby. Party A and Party B agree that the lockup period of the Shares shall be six (6) months from the date of acquisition.

Article 6. Complete Agreement; Amendments

This Agreement constitutes the complete agreement between the parties with respect to the subject matter hereof, supersedes any previous agreement or understanding between them relating hereto and may not be modified, altered or amended without the written consent of both parties. After this Agreement is signed, Party A or Party B shall not unilaterally terminate this Agreement.

Article 7. Applicable Law

This Agreement is governed by the relevant laws of Hong Kong, China. Any dispute arising from the performance of this Agreement or matters relating to this Agreement shall be settled through friendly negotiation. If no agreement can be reached through negotiation, the dispute shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time.

Article 8. Effective period

This Agreement shall come into force and effect upon being signed and sealed by both parties, and shall be valid for two years from the date of signing (the “Term”). Within 30 days before the expiration of the Term, this Agreement may be extended for one year with the written consent of both parties.

Article 9. Miscellaneous

This Agreement is written in the Chinese and English languages. If there is any conflict or inconsistency between the Chinese version and the English version, the English version shall prevail.

This Agreement is made in counterparts, and each version can be regarded as the original contract. Both parties may exchange pdf copies of the original executed signature pages to this Agreement through EMAIL or other electronic means. Each such EMAIL signature or other electronic signatures will be regarded as the original and will come into force and effect immediately upon such delivery. This Agreement is made in counterparts, with each party holding one copy.

(No text available below)

(The following is the signature page.)

Party A: Golden Heaven Group Holdings Ltd.

Name and Title: Jin Xu CEO

Signature / seal: /s/ Jin Xu

June 09, 2024

Party B: Xiangyun Investment Co., LTD

Name and Title: Long Gao Xiang Director

Signature / seal: /s/ Long Gao Xiang

June 09, 2024

Strategic Acquisitions Consulting Agreement

Party A: Golden Heaven Group Holdings Ltd. (hereinafter referred to as “Party A”, NASDAQ symbol GDHG)

Party B: Ladius Investment Ltd. (hereinafter referred to as “Party B”)

Party A is a NASDAQ listed company and an amusement park operator. Party A is seeking business growth, and, in furtherance thereof, is seeking, through strategic asset acquisitions, opportunities for growth. Party B is a strategic business management consulting company located in the Republic of Seychelles. Party A intends to engage Party B as a consultant for potential asset acquisition opportunities. Through friendly negotiation, Party A and Party B enter into the following agreement (the “Agreement”).

Article 1. Entrusted Matters:

1.1 Party A entrusts Party B to assist in the formulation of Party A’s strategic planning and asset appreciation plan to assist Party A to enhance Party A’s market value. Party A entrusts Party B to assist Party A in formulating and implementing future development plans to promote the long-term growth of Party A and create value for Party A’s shareholders.

1.2 Party A entrusts Party B to assist in the formulation of Party A’s asset acquisition plans. Party B, as Party A’s acquisition consultant, shall seek tangible and intangible assets in line with Party A’s strategic objectives, assist Party A in designing the acquisition transaction structures, and assist in the completion of the acquisition transactions throughout the whole process.

1.3 Party A intends to acquire assets and new technologies related to amusement, games, supply chain management, AI entertainment etc. Party A authorizes Party B to act as the full agent to negotiate with the potential asset transferors. Party B accepts the entrustment of Party A and will look for potential assets to target for acquisition on behalf of Party A, negotiate the terms of transfer with the potential asset transferors, prepare due diligence, formulate the plan and structure of acquisitions, and assist in raising the funds necessary for such acquisitions, etc., on behalf of Party A.

Article 2. Obligation of Confidentiality:

Both parties shall assume the obligation to keep confidential the relevant information provided on the entrusted matters as provided in Article 1 herein. Neither party shall in any event disclose or provide any information or documents obtained under this Agreement to any unrelated third party, with the exception of parties involved in the acquisitions as contemplated under this Agreement, unless specifically required by the law or competent court, arbitration or administrative authority.

If there is any document or information provided by Party A that is confidential or is partially confidential, another document shall be entered into between Party A and Party B to specify the scope of the confidential matters and the scope of the information that Party B may provide to potential transferors. Unless specifically authorized by Party A, Party B shall not disclose Party A's confidential information to potential transferors.

Article 3. Party A's Representations and Warranties

3.1 Party A shall provide Party B with true, accurate, and necessary information and documents; Party A guarantees that the documents and information provided to Party B shall contain no misstatements or omissions of material facts related to this Agreement.

3.2 Party A shall, as reasonably required by Party B, provide information, personnel and other related cooperation under this Agreement.

3.3 Party A shall pay remuneration to Party B in accordance with Article 4 herein.

3.4 Without the written consent of Party B, Party A shall not disclose Party B's trade secrets obtained under this Agreement to the public.

3.5 Party A shall have the right to request Party B to provide the progress of entrusted matters as provided in Article 1 herein at any time; Party B shall inform Party A of the progress and potential transferors within one day of receiving such request from Party A.

Article 4. Service Fee

4.1 Party A agrees to issue to Party B a total of 2,500,000 Class A ordinary shares as the basic service remuneration of Party B (the “Shares”). The Shares shall be issued to Party B before August 31, 2024.

4.2 The Shares shall be issued to Party B in full as and when due pursuant to the foregoing timeframe. Party A shall provide assistance, to the extent reasonably necessary, for Party B to remove the restriction on the Shares after the expiration of the relevant lock-up period.

4.3 Party A and Party B hereby agree that Article 4 provides for all the remuneration that Party B is entitled to receive under this Agreement.

Article 5. Party B’s Representations and Warranties

5.1 Party B is not a U.S. Person (as defined in Rule 902 of Regulation S promulgated under the Securities Act of 1933, as amended, or the “Securities Act”), and does not acquire shares for the accounts or benefits of any U.S. Persons. Party B acknowledges that Party B is not in the United States when Party B shall receive the Shares and that all substantive negotiations and communication between Party B and Party A have taken place outside the United States. Party B agrees not to conduct hedging transactions related to Party A’s shares unless it complies with the Securities Act.

5.2 Company information. Party B has had the opportunity to review and discuss Party A’s business, management and financial affairs with the management of Party A. Party B understands that these discussions and any written information issued or to be issued by Party A are or will be intended to describe important aspects of Party A’s business. Party B also has had the opportunity to review all the information provided to it heretofore by Party A in the matters related to this Agreement and to ask questions to the senior executives of Party A.

5.3 Party B undertakes that promptly upon the signing of this Agreement and in any event within the time required by applicable law, Party B shall file a Form 13D or Form 13G, as applicable, to announce the entry into this Agreement.

5.4 Party B's Qualifications. Party B represents and warrants to Party A that it has all necessary licenses, permits, qualifications and approvals in the jurisdiction in which Party B performs its obligations hereunder. Party B hereby agrees to indemnify and hold harmless Party A, against and in respect of, and to promptly pay, compensate and reimburse Party A for, any and all out-of-pocket loss, cost, payment, demand, penalty, forfeiture, expense, liability, judgment, deficiency or damage, and diminution in value or claim (including actual costs of investigation and attorneys' fees and other costs and expenses) incurred or sustained by Party A as a result of or in connection with (i) any act or omission by Party B in connection with rendering services under the Agreement, or (ii) any breach, inaccuracy or nonfulfillment of any of the representations, warranties and covenants and/or any matters described in this Agreement by Party B, whether or not involving a third-party claim. Party A shall promptly notify Party B in writing of any claim to indemnification hereunder.

5.5 Restricted Shares. Party B understands that the Shares under this Agreement are characterized as "restricted securities" under the federal securities laws in as much as they are being paid by the Company in a transaction not involving a public offering and that such Shares may be resold without registration under federal securities laws only in certain limited circumstances. Party B is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act. Both Party A and Party B agree that the Shares shall be subject to a lock-up period of six months from the date of acquisition.

5.5.1 Restrictive Legend. Party B covenants not to dispose of any of the Shares other than in conjunction with an effective registration statement under the Securities Act or pursuant to another exemption from registration and in compliance with the applicable federal securities laws. Party B acknowledges and agrees that each certificate representing the Shares shall be endorsed with a Rule 144 legend or the following legends, as well as any other legend required to be placed thereon by applicable federal or state securities laws.

"THE SHARES ARE BEING OFFERED TO PURCHASERS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("THE SECURITIES ACT")) AND WITHOUT REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT IN RELIANCE UPON REGULATION S PROMULGATED UNDER THE SECURITIES ACT."

"TRANSFER OF THESE SHARES IS PROHIBITED, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AVAILABLE EXEMPTION FROM REGISTRATION. HEDGING TRANSACTIONS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT."

"THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE. THE SHARES MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED: (A) IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (2) AN EXEMPTION OR QUALIFICATION UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS OR (3) DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED; AND (B) WITHIN THE UNITED STATES OR TO ANY U.S. PERSON, AS EACH OF THOSE TERMS IS DEFINED IN REGULATION S UNDER THE ACT. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THE SHARES IN VIOLATION OF THESE RESTRICTIONS SHALL BE VOID."

5.5.2 Party B consents to the Company giving instructions to any transfer agent of the Company in order to implement the restrictions on transfer of the Shares.

Article 6. Complete Agreement; Amendments

This Agreement constitutes the complete agreement between the parties with respect to the subject matter hereof, supersedes any previous agreement or understanding between them relating hereto and may not be modified, altered or amended without the written consent of both parties. After this Agreement is signed, neither Party A nor Party B may unilaterally terminate this Agreement.

Article 7. Applicable Law

This Agreement is governed by the relevant laws of Hong Kong Special Administrative Region of China. Any dispute arising from the performance of this Agreement or matters relating to this Agreement shall be settled through friendly negotiation. If no agreement can be reached through negotiation, the dispute shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time.

Article 8. Effective Period

This Agreement shall come into force and effect upon being signed and sealed by both parties, and shall be valid for two years from the date of signing (the “Term”). Within 30 days before the expiration of the Term, this Agreement may be extended for one year with the written consent of both parties.

Article 9. Miscellaneous

This Agreement is written in the Chinese and English languages. If there is any conflict or inconsistency between the Chinese version and the English version, the English version shall prevail.

This Agreement is made in counterparts, and each version can be regarded as the original contract. Both parties may exchange pdf copies of the original executed signature pages to this Agreement through EMAIL or other electronic means. Each such EMAIL signature or other electronic signature will be regarded as the original and will come into force and effect immediately upon such delivery. This Agreement is made in counterparts, with each party holding one copy.

(The following is the signature page)

Party A: Golden Heaven Group Holdings Ltd.

Name and Title: Jin Xu

Signature / seal: /s/ Jin Xu

June 13, 2024

Party B: Ladius Investment Ltd.

Name and Title: Khoo Kien Hoe

Signature / seal: /s/ Khoo Kien Hoe

June , 2024

Business Development & Marketing Consulting Agreement**Party A**

Golden Heaven Group Holdings Ltd. (hereinafter referred to as "Party A")

Party B:

SANSAGE CAPITAL CO., LIMITED (hereinafter referred to as "Party B")

Party A is a publicly listed company on the NASDAQ Capital Market (NASDAQ symbol GDHG). Party A decides to engage Party B as a consultant to provide consulting services for Party A's business development, sales strategies, promotion and marketing planning etc. in the Southeast Asian market, and Party B agrees to act as consultant of Party A. Party A and Party B enter into the following agreement (the "Agreement").

Article 1. Scope of Service

Party B agrees to provide consulting services for Party A as follows:

1. Assisting Party A in business development and evaluating strategic marketing plans;
2. Assisting Party A in sales planning, execution, and adjustments based on market reactions;
3. Conducting marketing research and data collection to facilitate Party A's business strategy;
4. Designing advertisement strategies and plans, to attract potential clients;
5. Discussing potential collaborations with peer companies in entertainment and gaming industries on behalf of Party A;
6. Helping Party A negotiate agreements with potential business partners; and
7. Other matters related to business development and marketing.

Article 2. Service Period

The service period of this Agreement will be 12 months, starting from the date of signing this Agreement (the "Term").

Article 3. Conflicts of interest

During the Term, Party B shall make its best efforts to avoid taking on any conflicts of interest with Party A. During the Term, Party B has the right to provide services to other companies and individuals. However, if the services provided by Party B to other individuals or entities are expected to constitute actual or potential conflict of interest with Party A under this Agreement, Party B shall notify Party A in writing upon knowledge of any such conflict of interest (the "Notice"). After receiving a Notice, Party A has the right to decide whether to continue to honor this Agreement and to demand Party B (the "Demand") to pay an amount equal to the Fair Market Value of the Shares (as defined in Article 5 herein). Party B hereby agrees to comply with any such Demand of Party A within 30 calendar days of such Demand. The Fair Market Value of the Shares shall be equal to (i) the closing price of Party A's Class A ordinary shares on the Nasdaq Capital Market on the last trading day immediately prior to the date of Demand, multiplied by (ii) the amount of Shares, whereupon this Agreement shall immediately terminate and Party B shall immediately return any and all documents, property, materials and information proprietary to Party A provided hereunder to Party B. If Party A does not raise any objection within seven calendar days after receiving any such Notice, this Agreement shall remain valid and Party B may continue to provide services that are not objected to by Party A to other companies and individuals.

Article 4. Party B's Authority

Party B has no right to sign any agreement, contract or letter of intent on behalf of Party A without Party A's written consent in respect of each such document. Unless Party A issues a written authorization, Party B has no right to assume any legal rights and responsibilities on behalf of Party A.

Article 5. Compensation

5.1 Party A agrees to issue to Party B 2,500,000 Class A ordinary shares as compensation for the services provided by Party B (the "Shares"). The Shares will be issued to Party B before August 31, 2024.

5.2 The Shares must be issued to Party B in full as and when due pursuant to the foregoing timeframe. Party A shall provide assistance, to the extent reasonably necessary, for Party B to remove the restriction on the Shares after the expiration of the relevant lock-up period.

5.3 Party A and Party B hereby agree that Article 5 provides for all the remuneration that Party B is entitled to receive under this Agreement.

Article 6. Party B's Representations and Warranties

6.1 Party B is not a U.S. Person (as defined in Rule 902 of Regulation S promulgated under the Securities Act of 1933, as amended, or the "Securities Act"), and does not acquire shares for the accounts or benefits of any U.S. Persons. Party B acknowledges that at the time of the receipt of the offer of shares by Party A, that Party B is not in the United States, and all substantive negotiations and communications between Party B and Party A have occurred outside the United States. Party B agrees not to engage in any hedging transactions related to Party A's shares unless in compliance with the provisions of the Securities Act.

6.2 Company Information. Party B has had the opportunity to review and discuss the business, management, and financial affairs of Party A with Party A's management. Party B understands that these discussions, as well as any written information provided or to be provided by Party A, are or will be intended to describe significant aspects of Party A's business. Party B also has had the opportunity to review all of the information provided to Party B by Party A in connection with this Agreement and to ask questions Party A's officers to its satisfaction.

6.3 Party B undertakes that promptly upon the signing of this Agreement and in any event within the time required by applicable law, Party B shall file a Form 13D or Form 13G, as applicable, to announce the entry into this Agreement.

6.4 Party B's Qualifications. Party B represents and warrants to Party A that it has all necessary licenses, permits, qualifications and approvals in the jurisdiction in which Party B performs its obligations hereunder. Party B hereby agrees to indemnify and hold harmless Party A, against and in respect of, and to promptly pay, compensate and reimburse Party A for, any and all out-of-pocket loss, cost, payment, demand, penalty, forfeiture, expense, liability, judgment, deficiency or damage, and diminution in value or claim (including actual costs of investigation and attorneys' fees and other costs and expenses) incurred or sustained by Party A as a result of or in connection with (i) any act or omission by Party B in connection with rendering services under the Agreement, or (ii) any breach, inaccuracy or nonfulfillment of any of the representations, warranties and covenants and/or any matters described in this Agreement by Party B, whether or not involving a third-party claim. Party A shall promptly notify Party B in writing of any claim to indemnification hereunder.

6.5 Restricted Shares. Party B understands that the Shares under this Agreement are characterized as “restricted securities” under the federal securities laws inasmuch as they are being paid by the Company in a transaction not involving a public offering and that such Shares may be resold without registration under federal securities laws only in certain limited circumstances. Party B is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act. Both Party A and Party B agree that the Shares shall be subject to a lock-up period of six months from the date of acquisition.

6.5.1 Restrictive Legend. Party B covenants not to dispose of any of the Shares other than in conjunction with an effective registration statement under the Securities Act or pursuant to another exemption from registration and in compliance with the applicable federal securities laws. Party B acknowledges and agrees that each certificate representing the Shares shall be endorsed with a Rule 144 legend or the following legends, as well as any other legend required to be placed thereon by applicable federal or state securities laws.

“THE SHARES ARE BEING OFFERED TO PURCHASERS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“THE SECURITIES ACT”)) AND WITHOUT REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT IN RELIANCE UPON REGULATION S PROMULGATED UNDER THE SECURITIES ACT.”

“TRANSFER OF THESE SHARES IS PROHIBITED, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AVAILABLE EXEMPTION FROM REGISTRATION. HEDGING TRANSACTIONS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.”

“THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE. THE SHARES MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED: (A) IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (2) AN EXEMPTION OR QUALIFICATION UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS OR (3) DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED; AND (B) WITHIN THE UNITED STATES OR TO ANY U.S. PERSON, AS EACH OF THOSE TERMS IS DEFINED IN REGULATION S UNDER THE ACT. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THE SHARES IN VIOLATION OF THESE RESTRICTIONS SHALL BE VOID.”

6.5.2 Party B consents to the Company giving instructions to any transfer agent of the Company in order to implement the restrictions on transfer of the Shares.

Article 7. Confidentiality and Non-Passover Clause

In this Agreement, “confidential information” refers to any information (whether in written, oral or electronic documents, samples, models, computer programs or any other form) disclosed by the information discloser to the confidentiality obligor and deemed confidential, or any information related to the matters hereunder that is not known to the public in the process of any negotiation undertaken hereunder, or the exclusive or confidential materials and information of the potential business partners learned by the confidentiality obligor in the process of fulfilling its obligations hereunder, including, but not limited to, any information and materials related to any project being negotiated, as well as materials related to the strategy, operation, method, system, process, plan or intention, intellectual property rights, trade secrets, market opportunities, business or financial matters of any disclosing party.

Without the prior consent of Party A, Party B shall not disclose Party A’s business, operation, prospects or any other confidential information to any third party, with the exception of Party A’s lawyers, auditors, commercial and investment banks.

Article 8. Written Modification

Any modification of this Agreement shall come into force only after it is confirmed in writing by both parties.

Article 9. Copies of the Agreement

This Agreement is written in the Chinese and English languages. If there is any conflict or inconsistency between the Chinese version and the English version, the English version shall prevail.

This Agreement is made in counterparts. Each copy can be regarded as the original copy. Both parties can exchange the original copies by fax or other electronic signing methods such as Email. All copies signed by fax or other electronic signing methods will be regarded as the original copies and shall take effect immediately upon delivery.

Article 10. Governing Law and Dispute Resolution


This Agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The establishment, validity, interpretation, performance of this Agreement, and the resolution of any disputes arising herefrom shall be subject to the laws of the Hong Kong Special Administrative Region of China.

If both parties understand and agree to the above terms, please sign this Agreement at the signature page. This Agreement shall come into force immediately after being signed by both parties.

(The following is the signature page)

Party A Golden Heaven Group Holdings Ltd.

Name and Title:

Signature  _____

Date of Signing: June 14, 2024

Party B: SANSAGE CAPITAL CO., LIMITED

Name and Title :

Signature  _____

Date of Signing: June , 2024