
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 October 2022

Commission File Number: 001- 39258

METEN HOLDING GROUP LTD.
(Translation of registrant's name into English)

3rd Floor, Tower A
Tagen Knowledge & Innovation Center
2nd Shenyun West Road, Nanshan District
Shenzhen, Guangdong Province 518000
People's Republic of 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):

As previously disclosed in its current report on Form 6-K dated December 22, 2021, Meten Holding Group Ltd. (the “Company”) entered into a joint venture agreement (the “Joint Venture Agreement”) with four individuals, pursuant to which all parties agreed to form a joint venture for the purpose of engaging in the business of researching, developing, manufacturing and selling cryptocurrency mining machines (the “Joint Venture”). The Company held 21% of the equity interests in the Joint Venture, with the option to acquire the equity interests held by the other parties to the Joint Venture Agreement under certain conditions as set forth in the Joint Venture Agreement.

Currently, the Company proposes to enter into an equity transfer agreement with each of the four other equity holders of the Joint Venture. Based on the terms of the draft of equity transfer agreement, a copy of which is attached hereto as exhibit 10.1, the Company proposes to acquire a total of 3.3% of the equity interests in the Joint Venture from the four equity holders, in consideration for such number of ordinary shares of the Company, par value \$0.003 per share (the “ordinary shares”), valued at RMB7,120,478 (the “Total Consideration”). According to the draft of equity transfer agreement, the number of ordinary shares to be issued to the four equity holders shall be equal to the Total Consideration divided by the average trading price of the ordinary shares 20 trading days prior to the closing date of the transaction contemplated by the agreement. The draft of equity transfer agreement is currently under review by the Company’s board of directors, and the Company expects to enter into the equity transfer agreement and closes the transaction by November 4, 2022.

Cautionary Note Regarding Forward-Looking Statements

Any statements in this report on Form 6-K about the Company’s future expectations, plans and prospects, as well as any other statements regarding matters that are not historical facts, may constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties and actual results may differ materially from those expressed or implied by such forward-looking statements. Such statements include, but are not limited to, statements about the proposed entry into the equity transfer agreement, and other statements containing the words “believes,” “anticipates,” “plans,” “expects,” and similar expressions. Risks that contribute to the uncertain nature of the forward-looking statements include: uncertainties regarding the Company’s ability to maintain its listing on the Nasdaq Capital Market; uncertainties regarding the scope, timing and severity of the COVID-19 pandemic; as well as other risks and uncertainties set forth in the Company’s Annual Report on Form 20-F for the fiscal year ended December 31, 2021 filed with the U.S. Securities and Exchange Commission and in subsequent filings with the U.S. Securities and Exchange Commission. All forward-looking statements contained in this report on Form 6-K speak only as of the date hereof, and the Company specifically disclaims any obligation to update any forward-looking statement, whether because of new information, future events or otherwise.

EXHIBIT INDEX

No.	Description
10.1	Draft of Equity Transfer Agreement

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: October 19, 2022

Meten Holding Group Ltd.

By: /s/ Siguang Peng

Name: Siguang Peng

Title: Chief Executive Officer

Equity Transfer Agreement

Party A (Transferee): Meten Holding Group Ltd.

Legal Representative:

Address:

Contact Person: Telephone: Email:

Party B (Transferor)

Party B1: Vermilion Bird Holding Group Limited

Legal Representative:

Address:

Contact Person: Telephone: Email:

Party B 2: ZX Investment Group Limited

Legal Representative:

Address:

Contact Person: Telephone: Email:

Party B 3: Liao Manning

Address:

ID Card Number:

Party B4: Yun Feng Assets Inc.

Legal Representative:

Address:

Contact Person: Telephone: Email:

Met Chain Co., Limited (hereinafter referred to as the "Company") was incorporated in the Hong Kong Special Administrative Region on January 18, 2022 as a private company limited by shares, with the business scope of researching, developing, manufacturing and selling xx and xx industry-related products. Party B holds 79% equity of the Company. Party B intends to transfer 3.3% of the Company's equity held by Party B to Party A, and Party A agrees to accept the transfer. Therefore, in accordance with relevant laws and regulations, Party A and Party B hereby reach the following Agreement on the transfer of the Company's equity through consultation:

I. Equity Transfer

1. Party A agrees to accept 3.3% of the Company's equity held by Party B by means of directional issuance of shares (stock code: METX , NASDAQ), and Party B agrees to transfer 3.3% of the Company's equity. The transferee designated by Party A is Met Chain Investing Holding Company Ltd., which is a subsidiary controlled by Party A 100%. Among them, Party B1 agrees to transfer 0.24% of the Company's equity held, Party B2 agrees to transfer 0.0423% of the Company's equity held, Party B3 agrees to transfer 0.0177% of the Company's equity held, and Party B4 agrees to transfer 3% of the Company's equity held. All parties have no objection to this arrangement.



2. The consideration paid by Party A is equivalent to 7,120,478 Yuan of shares.
3. The consideration value is calculated as the average share price multiplied by the number of shares issued at the closing price 20 trading days prior to the transfer date.
4. Shareholding ratio of each party before and after the transfer.

Name of shareholder	Shareholding ratio before transfer	The equity to be transferred to Party A	Shareholding ratio after transfer
Met Chain Investing Holding Company Ltd	21%		24.3%
Vermilion Bird Holding Group Limited	31.2%	0.24%	30.96%
ZX Investment Group Limited	5.5%	0.0423%	5.4577%
Liao Manning	2.3%	0.0177%	2.2823%
Yun Feng Assets Inc.	40%	3%	37%
合计	100%	3.3%	100%

II. Business division and profit and loss sharing (including creditor's rights and debts) before equity transfer of the Company:

1. Before this Agreement becomes effective, the parties shall share the profits of the Company and the corresponding risks and loss in the proportion of the shares before the equity transfer.
2. After the Agreement takes effect, the parties shall share the profits of the Company and the corresponding risks and losses in proportion to the equity after the equity transfer.
3. Party B undertakes to Party A that: the Company does not have any facts related to the Company's assets or business that may have a material adverse impact on the Company's assets or business and that Party B has not disclosed to Party A;

The Company does not provide security for any person, business or other entity. The Company does not sign any debt paying off agreements or settlement agreements or other arrangements with creditors that may involve the interests of the Company.

If the Company is liable for compensation, payment of liability or similar liability to any third party (including but not limited to natural person, enterprise legal person, administrative authority, etc.) due to any behavior of the Company before the transfer, such liability shall be fully borne by Party B, and Party A shall be compensated for the losses arising therefrom.

III. Liability for Breach of this Agreement:

Once this Agreement comes into effect, all parties must perform voluntarily. Any party who fails to fully perform its obligations as provided in the Agreement shall be liable for liability arising therefrom in accordance with the law and this Agreement.

If Party B fails to perform the equity transfer obligations and go through relevant procedures as agreed herein, it shall pay Party A a penalty equal to 20% of the total transfer price, and continue to perform this Agreement.

IV. Modification or Termination of the Agreement:

Party A and Party B may modify or terminate this Agreement upon mutual agreement through negotiation. If the Agreement is modified or terminated through negotiation, the parties shall sign modification or termination Agreement separately.

V. Related expenses:

The relevant expenses incurred in the process of equity transfer (such as evaluation or audit, industrial and commercial change registration, etc.) shall be borne by each party by half.

VI. Dispute Resolution Method:

Any dispute arising out of or in connection with this Agreement shall be settled by both parties through friendly negotiation. If no agreement can be reached through negotiation, both parties agree to submit the dispute to Hong Kong International Arbitration Center for arbitration, which shall be governed by the laws and regulations of Hong Kong Special Administrative Region.

VII. Effective conditions:

This Agreement shall come into force upon being signed and approved by both parties, and both parties agree to go through the equity change procedures within 15 working days.

VIII. This Agreement is made in five copies, with Party A holding one copy and Party B holding four copies.

No text on the next page. It is the signature page!

Party A (stamp):

Signature of legal representative (authorized person):

Party B 1(signature, stamping fingerprint):

Party B 2 (signature, stamping fingerprint):

Party B 3 (signature, stamping fingerprint):

Party B 4 (Signature, stamping finger mold):

This Agreement is entered into by and between the parties on October , 2022 in Nanshan District, Shenzhen.