
**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 July 2023

Commission file number: 001-39360

SKILLFUL CRAFTSMAN EDUCATION

TECHNOLOGY LIMITED

**Floor 4, Building 1, No. 311, Yanxin Road
Huishan District, Wuxi
Jiangsu Province, PRC 214000
(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 ☐

EXPLANATORY NOTE

On July 21, 2023, Skillful Craftsman Network Technology (Wuxi) Limited (“Craftsman Wuxi”), a wholly owned subsidiary of Skillful Craftsman Education Technology Limited (the “Company”), Wuxi Talent Home Information Technology Co., Ltd. (“Talent Home”) and certain shareholders of Talent Home (the “Shareholders”) entered into an Amendment Agreement (“Amendment Agreement”) to the Equity Transfer Agreement, which was originally entered by the parties on January 28, 2022 and supplemented by a Supplementary Agreement on February 23, 2022.

Pursuant to the Amendment Agreement, parties agreed that: (i) the cash transfer price that has been paid by Craftsman Wuxi shall be used as investment in Talent Home for 35% of all equity interest of Talent Home; (ii) the Shareholders will not transfer any of their equity interest of Talent Home to Craftsman Wuxi; and (iii) all the ordinary shares issued by the Company to the Shareholders as a part of the purchase price stipulated in the original Equity Transfer Agreement shall be returned to the Company for cancellation.

A copy of the Amendment Agreement is attached as Exhibit 99.1 to this current report on Form 6-K. The foregoing summary of the terms of the Amendment Agreement is subject to, and qualified in its entirety by Amendment Agreement, which is incorporated herein by reference.

Exhibit 99.1 to this current report on Form 6-K is hereby incorporated by reference into the Registration Statement on Form F-3 of the Company (File No. 333-259498) to the extent not superseded by documents or reports subsequently filed or furnished.

EXHIBIT INDEX

Exhibit Number	Description
<u>99.1</u>	<u>Amendment Agreement to Equity Transfer Agreement dated July 21, 2023</u>

SIGNATURE

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.

SKILLFUL CRAFTSMAN EDUCATION TECHNOLOGY LIMITED
(Registrant)

By: /s/ Xiaofeng Gao
Name: Xiaofeng Gao
Title: Chairman of the Board of Directors and
Co-Chief Executive Officer

Date: July 27, 2023

Amendment Agreement to Equity Transfer Agreement

This "Amendment Agreement to Equity Transfer Agreement" (hereinafter referred to as the "Amendment Agreement") is entered into and becomes effective on July 21, 2023, in Wuxi City, Jiangsu Province, People's Republic of China (hereinafter referred to as "China," for the sole purpose of this Amendment Agreement, excluding the Hong Kong Special Administrative Region, Macau Special Administrative Region, and Taiwan).

Skillful Craftsman Network Technology (Wuxi) Limited., a limited liability company established and existing under the laws of China, with its registered address at Room 0405, Building 1, No. 311 Yanxin Road, Huishan Economic Development Zone, Wuxi, Unified Social Credit Code: [***] (hereinafter referred to as the "Transferee");

Wuxi Talent Home Information Technology Co., Ltd., a limited liability company established and existing under the laws of China, with its registered address at A-302, China Sensing Network International Innovation Park, No. 200 Linghu Avenue, Xinwu District, Wuxi, Unified Social Credit Code: [***] (hereinafter referred to as the "Target Company");

Yang Xiaofeng, a Chinese citizen, with ID card number: [***];

Jin Peizhen, a Chinese citizen, with ID card number: [***];

Xu Jianjun, a Chinese citizen, with ID card number: [***];

(Yang Xiaofeng and Jin Peizhen collectively referred to as the "Transferors," and Xu Jianjun hereinafter referred to as the "Guarantor").

In this Agreement, each of the above parties is individually referred to as a "Party," and collectively as the "Parties."

Whereas:

On January 28, 2022, the Parties signed an Equity Transfer Agreement (including its appendices, supplemental agreements, collectively referred to as the "Original Agreement"), which stipulated that the Transferors would sell 60% of the equity (hereinafter referred to as the "Target Equity") held in the Target Company to the Transferee in accordance with the terms and conditions of the Original Agreement. The Transferee agreed to purchase the Target Equity from the Transferors in accordance with the terms and conditions of the Original Agreement, and the Guarantor shall bear joint and several liability or obligations towards the Transferors;

Due to changes in the development plan of the Transferee, the Parties intend to amend the Original Agreement.

After friendly consultations among the Parties, the Parties hereby agree to enter into this Amendment Agreement regarding the amendments to the Original Agreement, in order to mutually abide by the following terms:

- 1 All parties agree that the consideration for the equity transfer already received by the transferor does not need to be refunded to the transferee. This equity transfer payment will be regarded as the investment amount (hereinafter referred to as the "Investment") in Wuxi Talent Home Information Technology Co., Ltd., accounting for 35% of the company's shares. The original agreement involving share payments is canceled, and Skillful Craftsman will no longer issue shares to Yang Xiaofeng and Jin Peizhen.
 - 1 The Parties confirm that the Transferors intend to increase the registered capital of the Target Company. After the capital increase, the Transferee shall become a non-controlling shareholder of the Target Company in proportion to the Investment Amount's share in the Target Company's registered capital at that time. Specific matters shall be governed by a separate written Equity Investment Agreement to be signed by the Parties.
 - 1 The Parties confirm that no Party shall assume any breach of contract liability towards the other Party under the Original Agreement. If any Party has incurred any expenses for the performance of the Original Agreement, such expenses shall be borne by the Party itself.
 - 1 The Parties confirm that there are no pending or potential disputes or claims between the Parties under the Original Agreement. The Parties agree and confirm that, from the date of signing this Amendment Agreement, they irrevocably waive the right to make any claims against any other Party under the Original Agreement or to pursue any other liability.
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- 1 To avoid any ambiguity, the amendments to the Original Agreement also release the Guarantor from any joint and several liability or obligations towards the Transferors.
- 1 The signing, effectiveness, performance, interpretation, and resolution of disputes of this Amendment Agreement shall be governed by the laws of China.
- 1 Any dispute arising from or in connection with the amendment, interpretation, violation, or validity of this Amendment Agreement shall be submitted to the Shanghai Arbitration Commission for arbitration in accordance with its effective arbitration rules at the time of applying for arbitration. The place of arbitration shall be Shanghai. The arbitration award shall be final and binding on all Parties.
- 1 This Amendment Agreement shall become effective upon signature and seal by the authorized representatives or authorized agents of each Party or by the individual signatories themselves.
- 1 This Amendment Agreement is executed in Chinese and English, and in case of any inconsistency, the Chinese version shall prevail. This Amendment Agreement may be executed in multiple counterparts, each of which shall have equal legal effect.

(No further text follows)

IN WITNESS WHEREOF, this Amendment Agreement has been signed by the Parties at the date shown at the top of this Agreement.

Transferee:

Skillful Craftsman Network Technology (Wuxi) Limited ()
(Official Seal)

/s/ Official Seal

Signature /s/Gao Xiaofeng

Name: Gao Xiaofeng

Position:

Target Company:

Wuxi Talent Home Technology Co., Ltd. ()
(Official Seal)

/s/ Official Seal

Signature /s/ Yang Xiaofeng

Name: Yang Xiaofeng

Position:

Transferor:

Yang Xiaofeng and Jin Peizhen

Signature /s/ Yang Xiaofeng

Signature /s/ Jin Peizhen

Guarantor:

Xu Jianjun

Signature /s/ Xu Jianjun