

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

FORM 20-F/A
(Amendment No.1)

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024.

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

For the transition period from to

Commission file number: 001-33768

AIFU Inc.

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

27/F, Pearl River Tower
No. 15 West Zhujiang Road
Guangzhou, Guangdong 510623
People's Republic of China
(Address of principal executive offices)

Huaguang Huang, Chief Financial Officer

Tel: +86 20 83883033

E-mail: huanghg@aifugroup.com

Fax: +86 20 83883181

27/F, Pearl River Tower
No. 15 West Zhujiang Road
Guangzhou, Guangdong 510623
People's Republic of China

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of Each Class	Ticker Symbol(s)	Name of Each Exchange on Which Registered
American depositary shares, each representing 20 Class A ordinary shares	AIFU	The NASDAQ Global Select Market
Class A Ordinary shares, par value US\$0.001 per share*		The NASDAQ Global Select Market

* Not for trading, but only in connection with the listing on The NASDAQ Global Select Market of American depositary shares.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None

(Title of Class)

Indicate the number of outstanding shares of each of the Issuer's classes of capital or common stock as of the close of the period covered by the annual report.

1,132,091,984 Class A ordinary shares, par value US\$0.001 per share and 1,000,000,000 Class B ordinary shares, par value US\$0.001 per share as of December 31, 2024

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer

Accelerated filer

Non-accelerated filer

Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards † provided pursuant to Section 13(a) of the Exchange Act.

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued
by the International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes No

TABLE OF CONTENTS

Explanatory Note	1
Item 19. Exhibits	2
Signatures	4

EXPLANATORY NOTE

AIFU Inc. (the “Company”) is filing this Amendment No. 1 to the Company’s annual report on Form 20-F for the fiscal year ended December 31, 2024 (the “Amendment No. 1”), which was originally filed with the Securities and Exchange Commission (the “SEC”) on April 25, 2025 (the “Original Filing”), solely to (i) file Exhibit 2.2 and Exhibit 4.12, which were inadvertently omitted in the Original Filing due to administrative error, and (ii) correct the hyperlink error in Exhibit 15.5 contained in the Original Filing.

Consistent with the rules of the SEC, the certifications of the Company’s principal executive officer and principal financial officer as of the date of this Amendment No. 1 are attached as exhibits to this Amendment No. 1.

Except as described above, no other changes have been made to the Original Filing. This Amendment No. 1 speaks as of the filing date of the Original Filing. Other than as stated otherwise, this Amendment No. 1 does not, and does not purport to, amend, update or restate any other information or disclosure included in the Original Filing, or reflect any events that have occurred since the date thereof. Accordingly, this Amendment No. 1 should be read in conjunction with the Original Filing and any documents filed with or furnished to the SEC by the Company subsequent to April 25, 2025.

PART III

Item 19. Exhibits

Exhibit Number	Description of Document
1.1	Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 3.1 of our report on Form 6-K furnished to the Commission on October 31, 2024)
2.1	Registrant's Specimen American Depositary Receipt (included in Exhibit 2.3)
2.2*	Registrant's Specimen Certificate for Class A Ordinary Shares
2.3	Form of Deposit Agreement among the Registrant, the depository and holder of the American Depositary Receipts, as amended and restated (incorporated by reference to Exhibit 99.(a) of our F-6 registration statement (File No. 333-146765), filed with the Commission on November 28, 2017
2.4***	Description of Securities
4.1	2007 Share Incentive Plan (as amended and restated effective December 18, 2008) (incorporated by reference to Exhibit 99.3 of our report on Form 6-K furnished to the Commission on December 22, 2008)
4.2	Form of Indemnification Agreement with the Registrant's directors and officers (incorporated by reference to Exhibit 10.3 of our F-1 registration statement (File No. 333-146605), as amended, initially filed with the Commission on October 10, 2007)
4.3	Form of Director Agreement with Independent Directors of the Registrant (incorporated by reference to Exhibit 10.4 of our F-1 registration statement (File No. 333-146605), as amended, initially filed with the Commission on October 10, 2007)
4.4	Form of Employment Agreement between the Registrant and an Executive Officer of the Registrant (incorporated by reference to Exhibit 4.4 of our annual report on Form 20-F filed with the Commission on May 15, 2009)
4.5	2022 Share Incentive Plan (incorporated by reference to Exhibit 4.10 of our annual report on Form 20-F filed with the Commission on April 25, 2023)
4.6	2023 Share Incentive Plan (incorporated by reference to Exhibit 99.1 of our registration statement on Form S-8 filed with the Commission on March 12, 2024)
4.7	Share Repurchase Agreement dated December 22, 2023 between Fanhua Inc. and Puyi Inc. (incorporated by reference to Exhibit 4.17 of our annual report on Form 20-F filed with the Commission on April 29, 2024)
4.8	English translation of Share Transfer Agreement between Beijing Fanlian Investment Co., Ltd. and Chengdu Puyi Bohui Information Technology Co., Ltd., dated December 22, 2023 (incorporated by reference to Exhibit 4.18 of our annual report on Form 20-F filed with the Commission on April 29, 2024)
4.9	Transaction Agreement dated as of November 27, 2024, entered and made among BGM Group Ltd, CISG Holding Ltd, Patriton Limited, GM Management Company Limited, DuXiaoBao Intelligent Technology (Shenzhen) Co., Ltd., RONS Intelligent Technology (Beijing) Co., Ltd., Shenzhen Xinbao Investment Management Co., Ltd., Fanhua RONS Insurance Sales & Service Co., Ltd. and Shenzhen Baowang E-commerce Co., Ltd. (incorporated by reference to Exhibit 99.2 of our Form 6-K filed with the Commission on November 29, 2024)
4.10	Share Subscription Agreement made between AIX Inc. and Highest Performances Holdings Inc. (incorporated by reference to Exhibit 10.1 of our Form 6-K filed with the Commission on January 2, 2025)
4.11	Share Subscription Agreement made between AIX Inc. and Infinew Limited (incorporated by reference to Exhibit 10.2 of our Form 6-K filed with the Commission on January 2, 2025)
4.12*	Form of Purchase and Sale Agreement, dated March 12, 2025, among CISG Holdings Ltd., BGM Group Ltd. and Certain Purchasers
8.1***	Subsidiaries and Affiliated Entities of the Registrant

11.1	<u>Code of Business Conduct and Ethics of the Registrant (incorporated by reference to Exhibit 99.1 of our F-1 registration statement (File No. 333-146605), as amended, initially filed with the Commission on October 10, 2007).</u>
11.2***	<u>Insider Trading Policy</u>
12.1**	<u>CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
12.2**	<u>CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
13.1**	<u>CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
13.2**	<u>CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
15.1***	<u>Consent of Maples and Calder (Hong Kong) LLP</u>
15.2***	<u>Consent of Hai Run Law Firm</u>
15.3***	<u>Consent of Enrome LLP</u>
15.4***	<u>Consent of Deloitte Touche Tohmatsu Certified Public Accountants LLP</u>
15.5	<u>Letter from Deloitte Touche Tohmatsu Certified Public Accountants LLP to the Securities and Exchange Commission, dated January 23, 2025 (incorporated by reference to Exhibit 16.1 of our Form 6-K filed with the Commission on January 23, 2025).</u>
97.1	<u>Clawback Policy (incorporated by reference to Exhibit 97.1 of our annual report on Form 20-F filed with the Commission on April 29, 2024)</u>
101***	Financial information from Registrant for the year ended December 31, 2024 formatted in Inline eXtensible Business Reporting Language (iXBRL):
	(i) Consolidated Balance Sheets as of December 31, 2023 and 2024;
	(ii) Consolidated Statements of Income and Comprehensive Income for the Years Ended December 31, 2022, 2023 and 2024;
	(iii) Consolidated Statements of Shareholder's Equity for the Years Ended December 31, 2022, 2023 and 2024;
	(iv) Consolidated Statements of Cash Flows for the Years Ended December 31, 2022, 2023 and 2024;
	(v) Notes to Consolidated Financial Statements; and Schedule 1 — Condensed Financial Information of AIFU Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed with this Annual Report on Form 20-F.

** Furnished with this Amendment No. 1.

† Portions of this exhibit have been omitted in accordance with Instruction 4 to Item 19 of Form 20-F

*** Previously filed with the Original Filing.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F/A and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

AIFU INC.

By: /s/ Mingxiu Luan

Name: Mingxiu Luan

Title: Chief Executive Officer

Date: April 28, 2025

AIX INC.

(Incorporated under the laws of the Cayman Islands)

SHARE CERTIFICATE

PRINCIPAL REGISTER: THE CAYMAN ISLANDS

THIS IS TO CERTIFY THAT THE UNDER-MENTIONED PERSON(S) IS/ARE THE REGISTERED HOLDER(S) OF FULLY PAID AND NONASSESSABLE CLASS A ORDINARY SHARES, WITH PAR VALUE OF US\$0.001 PER SHARE AS DETAILED BELOW IN THE CAPITAL OF THIS COMPANY, SUBJECT TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY.

[*] NUMBER OF CLASS A -[*]-
[*] ORDINARY SHARES:

GIVEN UNDER THE SECURITIES SEAL OF THE COMPANY ON [*], 2025

For and on behalf of
Suntera (Cayman) Limited

As the Share Registrar for AIX INC.

No transfer of any of the Shares comprised in this Certificate will be recognised without the production of this Certificate.

SHARE PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”), dated as of March 12, 2025 (the “**Signing Date**”), is between CISG Holdings Ltd, a company incorporated under the laws of British Virgin Islands (the “**Seller**”), and (the “**Purchaser**”) and BGM Group Ltd., a Cayman Islands exempted company (the “**Company**”).

WHEREAS, on the terms and conditions set forth in this Agreement, the Seller desires to sell, and the Purchaser desires to purchase Class A Ordinary Shares of BGM Group Ltd (the “**Consideration Shares**”), a Cayman Islands exempted company (the “**Company**”), par value US\$ 0.00833335 per share (the “**Class A Ordinary Shares**”, the “**Securities**”).

WHEREAS, the Consideration Shares are restricted by section 6.10 in the transaction agreement between the Seller and the Company on November 27, 2024 (the “**Transaction Agreement**”), the Seller is bound by the lock up provision for a 60-month period after the Closing Date (i.e. December 27, 2024). Except (i) with the prior written consent of the Company; or (ii) transferring to its wholly-owned Subsidiary (in which case such transferee shall be bound by the similar lock-up provisions as hereof), the Seller shall not, directly or indirectly, transfer, sell, assign, pledge, or other disposal of any Consideration Share at any time on or before the expiry of a 60-month period after the Closing Date of the Transaction Agreement.

NOW THEREFORE, the parties hereby agree as follows:

SECTION I

PURCHASE AND SALE OF SECURITIES

1.01 Sale of Securities.

Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties set forth herein, the Seller agrees to sell, assign, transfer and deliver to the Purchaser the Securities, and the Purchaser agrees to purchase the Securities. The Company agrees the Seller to sell the Consideration Shares to the Purchaser with the same lock-in provisions as provided in the Transaction Agreement, mutatis mutandis.

1.02 Total Purchase Price.

In full consideration of the sale of the Class A Ordinary Shares by the Seller, the Purchaser shall pay to the Seller US\$ million (the “**Class A Ordinary Share Purchase Price**”) on the basis of US\$ 2.0 per Class A Ordinary Share (the “**Per Class A Ordinary Share Price**”).

1.03 Lock-up period

The Purchaser undertakes to the Company and the Seller that will be bounds by the same lock-up provision as provided in the Transaction Agreement, mutatis mutandis. Except (i) with the prior written consent of the Company; or (ii) transferring to its wholly-owned Subsidiary (in which case such transferee shall be bound by the similar lock-up provisions as hereof), the Purchaser shall not, directly or indirectly, transfer, sell, assign, pledge, or other disposal of any Consideration Share at any time on or before the expiry of December 27, 2029.

1.04 Delivery of Securities and Payment of Total Purchase Price

(a) The Seller shall, by executing and delivering share transfer forms evidencing the transfer, deliver to the Purchaser the Securities on or prior to **April 30, 2025**.

(b) The Purchaser shall pay 50% of the Total Purchase Price to bank account of the Seller or designated by the Seller on or prior to **April 30, 2026** and the remaining of Total Purchase Price according to on or prior to **April 30, 2027**.

(c) The Seller shall use its best effort to cause the register of members of the Company be updated to reflect the Securities being delivered to the Purchaser so that the Purchaser shall have the rights of a shareholder of the Company and have full title and rights to any Securities that have been delivered, including but not limited to, the rights to dividends and distributions, voting rights, rights of disposal and entitlements to any and all economic benefits.

SECTION II

REPRESENTATIONS AND WARRANTIES OF THE SELLER

2.01 In order to induce the Purchaser to purchase the Securities, the Seller represents and warrants to the Purchaser as follows on the Signing Date and delivery dates:

(a) **Existence.** The Seller is duly organized and validly existing under the laws of the jurisdiction of its formation, and has full power and authority to sell the Securities and to enter into and perform its obligations under this Agreement.

(b) **Authorization.** The execution and delivery of this Agreement by the Seller and the consummation by the Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary partnership or limited liability company (as applicable) action on the part of the Seller. No consent, approval, license from, or exemption of, and no registration, qualification, designation, declaration or filing with, any court or governmental department, commission, board, bureau, agency or instrumentality, or any other party, which has not been obtained as of the date hereof, is or will be necessary for the valid execution and delivery by the Seller of this Agreement, or the consummation by the Seller of the transactions contemplated by this Agreement.

(c) **No Conflict with Other Instruments.** Neither the execution and delivery by the Seller of this Agreement, the consummation by the Seller of the transactions contemplated by this Agreement, nor the compliance by the Seller with the terms and conditions of this Agreement, will (i) violate any provision of the Seller's organizational documents, as amended to date; (ii) violate or conflict with or result in a breach of any law, regulation, order, writ, injunction or decree of any court, arbitrator or governmental instrumentality to which the Seller is bound; or (iii) violate or be in conflict with, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or entitle any party to terminate any or all of the provisions of, or cause the acceleration of or entitle any party to accelerate the performance required by, or cause the acceleration of or entitle any party to accelerate the maturity of any debt or obligation pursuant to, any contract, agreement, arrangement, commitment or restriction of any kind to which the Seller is a party or by which the Seller is bound.

(d) **Validity and Binding Effect.** This Agreement has been duly and validly executed and delivered by the Seller; and this Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as the enforceability of this Agreement may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforceability of creditors' rights generally, or by general principles of equity.

(e) **Title to Securities.** The Seller owns, and has valid title to, the Securities being sold by the Seller to the Purchaser free and clear of all rights, liens, charges, encumbrances, guarantees, pledges, options, or other restrictions of any kind ("**Liens**"), other than restrictions imposed under applicable securities laws and restrictions created by the Purchaser. Upon the Seller's delivery of executed share transfer forms to the Purchaser as set forth in Section 1.03, the Purchaser will acquire valid title to such Securities free and clear of all Liens, other than restrictions imposed under applicable securities laws and restrictions created by the Purchaser.

(f) **Litigation.** There is no (i) action, suit, claim, proceeding or investigation pending or, to the Seller's knowledge, threatened against or affecting, the Seller, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) arbitration proceeding relating to the Seller, or (iii) governmental inquiry pending, or to the Seller's knowledge threatened, against or affecting the Seller, any of which, if adversely determined, would invalidate or prevent the performance by the Seller of the transactions contemplated by this Agreement.

2.02 No Other Representations or Warranties. Except for the representations and warranties contained in Section 2.01, the Seller makes no express or implied representation or warranty to the Purchaser.

SECTION III

REPRESENTATIONS, WARRANTIES OF THE PURCHASER

3.01 In order to induce the Seller to sell the Securities, the Purchaser represents and warrants to the Seller as follows on each of the Signing Date and payment dates:

(a) **Existence.** The Purchaser is a corporation duly organized and validly existing under the laws of the jurisdiction of its formation, and has full power and authority to acquire the Securities and to enter into and perform its obligations under this Agreement.

(b) **Authorization.** The execution and delivery of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Purchaser. No consent, approval, license from, or exemption of, and no registration, qualification, designation, declaration or filing with, any court or governmental department, commission, board, bureau, agency or instrumentality, or any other party, which has not been obtained as of the date hereof, is or will be necessary for the valid execution and delivery by the Purchaser of this Agreement, or the consummation by the Purchaser of the transactions contemplated by this Agreement.

(c) **No Conflict with Other Instruments.** Neither the execution and delivery by the Purchaser of this Agreement, the consummation by the Purchaser of the transactions contemplated by this Agreement, nor the compliance by the Purchaser with the terms and conditions by this Agreement, will (i) violate any provision of the Purchaser's articles of association or by-laws, in each case as amended to date; (ii) violate or conflict with or result in a breach of any law, regulation, order, writ, injunction or decree of any court, arbitrator or governmental instrumentality to which the Purchaser is bound; or (iii) violate or be in conflict with, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or entitle any party to terminate any or all of the provisions of, or cause the acceleration of or entitle any party to accelerate the performance required by, or cause the acceleration of or entitle any party to accelerate the maturity of any debt or obligation pursuant to, any contract, agreement, arrangement, commitment or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound.

(d) **Validity and Binding Effect.** This Agreement has been duly and validly executed and delivered by the Purchaser, and this Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforceability of creditors' rights generally, or by general principles of equity.

(e) **Litigation.** There is no (i) action, suit, claim, proceeding or investigation pending or, to the Purchaser's knowledge, threatened against or affecting, the Purchaser, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) arbitration proceeding relating to the Purchaser, or (iii) governmental inquiry pending, or to the Purchaser's knowledge threatened, against or affecting the Purchaser, any of which, if adversely determined, would invalidate or prevent the performance by the Purchaser of the transactions contemplated by this Agreement.

(f) **Securities Law.** The Purchaser is either (i) not a U.S. Person (as defined in Rule 902 of Regulation S under the Securities Act, as amended (the "Securities Act")) and is purchasing the Securities in an offshore transaction (as defined in Rule 402 of Regulation S) or (ii) an "accredited investor" within the meaning in Rule 501 of Regulation D under the Securities Act. The Purchaser has the knowledge, sophistication and experience necessary to make an investment decision like that involved in the transactions contemplated hereunder and can bear the economic risk of its investment in the Securities.

3.02 No Other Representations or Warranties. Except for the representations and warranties contained in Section 3.01, the Purchaser makes no express or implied representation or warranty to the Seller.

SECTION IV
MISCELLANEOUS

4.01 Survival. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the closing of the transaction contemplated hereby for a period of 12 months after April 30, 2025. All covenants and other agreements of the parties contained herein shall survive the execution and delivery of this Agreement and the closing of the transaction contemplated hereby until fully performed or fulfilled.

4.02 Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between them, whether written or oral, with respect to its subject matter.

4.03 Amendments. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Purchaser or the Seller from the terms of any provision of this Agreement, shall be effective (i) only if it is made or given in writing and signed by the Purchaser and the Seller, and (ii) only in the specific instance and for the specific purpose for which made or given. Neither the Purchaser nor the Seller shall assign any of its rights or obligations under this Agreement without the written consent of the other parties hereto.

4.04 Fees and Expenses. Each of the parties hereto shall pay its own fees and expenses incurred in connection with this Agreement or otherwise.

4.05 Public Announcements. None of the Parties to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior consent of the Company.

4.06 Governing Law. This Agreement and the rights and obligations of the parties under it shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the rules and principles of conflicts of laws thereof.

4.07 Dispute Resolution. Any dispute, controversy or claim (each, a “Dispute”) arising out of or relating to this Agreement, or the interpretation, performance breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of any party to the dispute with notice (the “Arbitration Notice”) to the other parties.

(a) The Dispute shall be settled in Hong Kong in a proceeding conducted in English by one (1) arbitrator from the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “HKIAC Rules”) in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules.

(b) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents reasonably requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(c) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(d) During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

4.08 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the party or parties to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next Business Day following delivery if sent by courier or on the day of attempted delivery by postal service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Seller, at: CISG Holdings Ltd
27/F, Pearl River Tower No. 15 West Zhujiang Road
Guangzhou, Guangdong 510623 China
Email: *****
Attn: Huang Huaguang

If to the Purchaser, at: _____

Email: *****
Attn: *****

If to the Company, at: BGM Group Ltd.
Email: *****
Attn: Chen Xin

Any party may change its address for purposes of this Section 4.08 by giving the other parties hereto written notice of the new address in the manner set forth above.

4.09 Counterparts; Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by email or facsimile is to be treated as an original document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Seller: CISG Holdings Ltd

By: /s/ Huang Huaguang

Name: Huang Huaguang

Title: CFO

The Purchaser:

By: _____

Name: _____

Title: _____

The Company: BGM Group Ltd.

By: /s/ Xin Chen

Name: Xin Chen

Title: Director

Schedule A

The following schedule sets forth information about the Purchase and Sale Agreements substantially in form as this exhibit that the Registrant entered into with certain other Purchasers. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

Purchaser	No. of Class A Ordinary Shares	Purchase Price
Champ Prestige Limited	6,733,166	13,466,332.00
Ever Full Co., Limited	6,733,165	13,466,330.00
Qingyue Limited	20,000,000	40,000,000.00
Shimmering Holdings Ltd	20,000,000	40,000,000.00

**Certification by Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Mingxiu Luan, certify that:

1. I have reviewed this annual report on Form 20-F of AIFU Inc. (the "Company"), as amended by Amendment No. 1 thereto on Form 20-F/A;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by this annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 28, 2025

By: /s/ Mingxiu Luan

Name: Mingxiu Luan

Title: Vice-chairperson and Chief Executive Officer

**Certification by Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Huaguang Huang, certify that:

1. I have reviewed this annual report on Form 20-F of AIFU Inc. (the "Company"), as amended by Amendment No. 1 thereto on Form 20-F/A;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by this annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 28, 2025

By: /s/ Huaguang Huang

Name: Huaguang Huang

Title: Chief Financial Officer

Certification by Chief Executive Officer**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of AIFU Inc. (the "Company") on Form 20-F for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on April 25, 2025, as amended by Amendment No. 1 thereto on Form 20-F/A (the "Report"), I, Mingxiu Luan, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 28, 2025

By: /s/ Mingxiu Luan

Name: Mingxiu Luan

Title: Vice-chairperson and Chief Executive Officer

Certification by Chief Financial Officer**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of AIFU Inc. (the "Company") on Form 20-F for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on April 25, 2025, as amended by Amendment No. 1 thereto on Form 20-F/A (the "Report"), I, Huaguang Huang, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 28, 2025

By: /s/ Huaguang Huang

Name: Huaguang Huang

Title: Chief Financial Officer